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# ARABIC PAPYRI

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BY

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ORIENTAL CULTURE IN THE GERMAN UNIVERSITY OF PRAGUE

VOLUME 1

PROTOCOLS AND LEGAL TEXTS

WITH TWENTY PLATES

CAIRO

EGYPTIAN LIBRARY PRESS

1934



PRINTED AT THE EGYPTIAN LIBRARY PRESS

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38-13071



TO  
THE AUGUST PATRON  
OF PAPYROLOGY  
HIS MAJESTY FOUAD THE FIRST  
KING OF EGYPT

THIS WORK IS HUMBLY DEDICATED







Continuously since the beginning of this work have I met with the most efficient help and beneficent protection of

HIS MAJESTY FOUAD THE FIRST, KING OF EGYPT

whose interest in papyrology is eloquently expressed in the foundation of the Société Royale Égyptienne de Papyrologie which owes its existence and continued progress to the kindly interest of His Majesty.

It is thus most fitting that this collection of Arabic papyri belonging to the Egyptian Library and dealing with Egyptian life and administration should be dedicated to His Majesty the King of Egypt.







## PREFACE

The papyrus collection of the Egyptian Library has been known to the scientific world for a considerable time. The modest beginnings of this collection may date back to very early times, but the great body of it was brought together under the management of Dr. B. MORITZ who was the first to realise the importance of such a collection for the Central Library of Islamic scholarship. It was he, too, who with very small means at his disposal, effected large purchases from the finds of Arabic papyri, and secured the arrangement that papyri-treasures recovered during excavations be handed over at least in part to the Library. In this way some splendid specimens from the Aphrodito find, forming part of the correspondence of Qurra b. Šarîk, are to be found there. The text of these has been printed by C. H. BECKER, *ZA* XX (1906), pp. 94–103, *Islam* II (1911), pp. 245–268, and collotypes have been published by L. CAETANI in *Annali dell'Islām* V opposite pp. 320, 336, 352 and 448. Previous to this B. MORITZ had included fine specimens from this find in his *Arabic Palaeography*, Pl. 43, 101–106, 112–116 and his article "Arabische Schrift" in the *Enzyklopaedie des Islām* I, Pl. 2 3, 6.

Later on, indeed, there were new additions to the collection, but no further specimens have been reproduced or published. Thus after the publication of the first volume of my *Corpus Papyrorum Raineri, Series Arabica* (Vienna 1924) containing some papyri of the collection of the Egyptian Library, I conceived the idea of publishing the Arabic Papyri of the Dâr al-Kutub al-Mašrîya. My first visit to Cairo after the war, a visit which was rendered possible by the support of the President of the Republic of Czechoslovakia, Professor Dr. T.G. MASARYK, and the Ministry of Education in Prague, had for its first purpose the investigation of the collection. Nevertheless on this occasion it was possible to make copies and photographs for the edition, for which I am indebted to the late director A. Abou Heif Bey, whose participation in my work I shall ever have in grateful remembrance.

Not till the year 1930 was it possible for me to visit Egypt again. On this occasion my journey was subsidised not only by President T. G. MASARYK



and the Ministry of Education in Prague, but also by the Oriental Institute of Prague. Thus I was able towards the end of January 1930 to resume my researches on the papyri of the Egyptian Library.

This time through the courtesy of His Excellency the then Minister of Education, MUHAMMAD BAHÍ ED DINE BARAKAT BEY, I was entrusted with the task of editing a preliminary volume containing the most important Arabic papyri in the collections of the Library.

In the year 1932 the first draft of the manuscript was prepared and sent to Egypt. Under the guidance of His Excellency the present Minister of Education, MUHAMMAD HILMY ISSA PASHA, to whose kind help and interest I owe much, the work of preparing the text proceeded, until in the summer of this present year 1934, I was called to supervise the correction of proofs and the final issue of the volume.

For the careful execution of the technical details of the printing I am much indebted to the interest of the present Director of the Egyptian Library, Muhammad As'ad Barrada Bey, and his staff, and to the helpfulness of the staffs of the Government Press, Bûlâq, and of the Survey Department who cared for the English text and the plates respectively.

Professor A. Jeffery of the School of Oriental studies, Cairo, had the kindness to read through the proofs with me during the final proof correction here in Cairo, particularly with a view to the correction of the English diction and details of the translation of this English edition. My special thanks are due to Professor J. Schacht of Königsberg who read through all proofs and from whose suggestions I profited much in the editing of the texts. Elucidations due to him have been given under his name. To these gentlemen and all who have assisted in the bringing out of this first volume of the papyri my sincerest thanks are due, as also to the Société Royale Égyptienne de papyrologie whose subvention helped to make possible my journey to Egypt.

Indices will be given at the end of the second volume containing another selection of some seventy legal documents, which it is hoped will be published by the end of the following year.

Cairo, August, 1934.

A. GROHMANN.



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## LIST OF ABBREVIATIONS

- ÄZ**=*Zeitschrift für ägyptische Sprache und Altertumskunde.*
- AGWG**=*Abhandlungen der königl. Gesellschaft der Wissenschaften zu Göttingen.*
- Akad. Wien Denkschr.**=*Denkschriften der Akademie der Wissenschaften in Wien phil. – histor. Klasse.*
- Arch.**=*Archiv für Papyrusforschung und verwandte Gebiete.*
- Ar. Pal.**=*Arabic Palaeography, a collection of Arabic texts from the first century of the Hidjra till the year 1000, ed. by B. MORITZ, Publications of the Khedivial Library, Cairo, n° 16, Cairo, 1905.*
- BAU**=*Aegyptische Urkunden aus den kgl. Museen zu Berlin, hg. v. d. Generalverwaltung. Arabische Urkunden hg. v. L. ABEL I, II, Berlin, 1896–1900.*
- BGU**=*Aegyptische Urkunden aus den königlichen Museen zu Berlin, hg. v. d. Generalverwaltung. Griechische Urkunden I–IV, Berlin 1895–1904.*
- BIFAO**=*Bulletin de l'Institut français d'Archéologie Orientale du Caire.*
- BKU**=*Aegyptische Urkunden aus den kgl. Museen zu Berlin, hg. v. d. Generalverwaltung. Koptische Urkunden hg. v. A. ERMAN, I, Berlin, 1904.*
- CMRL**=*Catalogue of the Coptic Manuscripts in the collection of the John Rylands Library, Manchester by W. E. CRUM, Manchester 1909.*
- CPR II**=*Corpus Papyrorum Raineri Archiducis Austriae, vol. II, Koptische Texte hg. v. J. KRALL, I. Band, Rechtsurkunden, Wien, 1895.*
- CPR III**=*Corpus Papyrorum Raineri Archiducis Austriae, III Series Arabica ed. A. GROHMANN, Band I, Teil I, Allgemeine Einführung in die arabischen Papyri, Teil 2, Protokolle, Wien, 1924.*
- GMS**=*E. J. W. Gibb Memorial Series*
- Isl**=*Islamica hg. v. A. FISCHER u. E. BRÄUNLICH.*
- Islam**=*Der Islam, Zeitschrift für Geschichte und Kultur des islamischen Orients.*
- JA**=*Journal Asiatique.*
- JEA**=*The Journal of Egyptian Archaeology.*



- KRU=W. E. CRUM und G. STEINDORFF, *Koptische Rechtsurkunden des achten Jahrhunderts aus Djéme (Theben)* I. Band, *Texte und Indices* von W. E. CRUM, Leipzig, 1912.
- MIFAO=*Mémoires publiés par les membres de l'Institut français d'Archéologie Orientale du Caire.*
- MIRF=*Mémoires de l'Institut Royal de France, Académie des Inscriptions et belles-lettres. Histoire et mémoires de l'Institut Royal de France, Académie des Inscriptions et belles-lettres*, Paris, 1823 ff.
- MMAF=*Mémoires publiés par les membres de la Mission Archéologique française du Caire.*
- MPER=*Mittheilungen aus der Sammlung der Papyrus Erzherzog Rainer.*
- NPAF=C. H. BECKER, *Neue arabische Papyri des Aphroditofundes, Islam* II (1911), pp. 245-268.
- OLZ=*Orientalistische Literaturzeitung.*
- PAF=C. H. BECKER, *Arabische Papyri des Aphroditofundes, ZA* XX (1906), pp. 68-104.
- P. Berol.=Papyri in the collection of the Staatliche Museen in Berlin.
- P. Cair. B.É.=Papyri in the collection of the Egyptian Library, Cairo.
- P. Cair. Mus.=Papyri in the collection of the Musée Égyptien, Cairo.
- PER=Sammlung der Papyrus Erzherzog Rainer in the Nationabilbiothek, Vienna.
- PERF=*Papyrus Erzherzog Rainer. Führer durch die Ausstellung*, Wien, 1894.
- P. Heid. III=*Veröffentlichungen aus der Heidelberger Papyrus-Sammlung III, Papyri Schott-Reinhardt I*, hg. v. C. H. BECKER, Heidelberg, 1906.
- P. Lond. IV=H. I. BELL, *Greek papyri in the British Museum, Catalogue, with texts vol. IV, the Aphrodito papyri with an appendix of Coptic papyri* ed. by W. E. CRUM, London, 1910.
- P. Mil. Arab.=Arabic Papyri in the collection of the Royal University of Milan.
- P. Monneret Arab.=*Arabic documents from the Monneret Collection* by D. S. MARGOLIOUTH and E. J. HOLMYARD, *Islamica* IV (1930), pp. 249-271.



- P. Oxy.** = *The Oxyrhynchus Papyri* ed. by B. P. GRENFELL and A. S. HUNT, London, 1898 ff.
- P. Paris. Bibl. Nat.** = Papyri in the Bibliothèque Nationale, Paris.
- P. Ross.-Georg.** = *Papyri russischer und georgischer Sammlungen* (P. Ross.-Georg.) hg. v. GREGOR ZERETELLI, IV, *Die Kome-Aphrodito Papyri der Sammlung Lichačov*, bearb. v. P. JERNSTEDT, Tiflis, 1927.
- P. Strassbg.** = Papyri in the University Library, Strasbourg.
- P. Wessely** = Papyri in the Collection of Prof. C. WESSELY now in the University Library, Prague.
- PSBA** = *Proceedings of the Society of Biblical Archaeology*.
- PSR** = Papyrus-Collection Schott-Reinhardt in the University Library, Heidelberg.
- RSO** = *Rivista degli Studi Orientali*.
- SB Akad. Heid.** = *Sitzungsberichte der Heidelberger Akademie d. Wissenschaften phil.-hist. Klasse*.
- SB Akad. Wien** = *Sitzungsberichte der Akademie der Wissenschaften in Wien phil.-hist. Classe*.
- Stud. Pal.** = *Studien zur Palaeographie und Papyruskunde* v. C. WESSELY
- WZKM** = *Wiener Zeitschrift für die Kunde des Morgenlandes*.
- ZA** = *Zeitschrift für Assyriologie und verwandte Gebiete*.
- ZDMG** = *Zeitschrift der deutschen Morgenländischen Gesellschaft*.







## INTRODUCTION

These are the first of a series of reports on the results of the work done by the Committee on the Study of the History of the United States, which was organized in 1906 by the American Historical Association. The purpose of the Committee was to collect and publish the results of the work of the various historical societies and commissions which had been organized in the United States since 1890. The Committee has been very successful in its work, and has published a large number of reports on the results of its work. These reports are now being published in a series of volumes, which will contain the results of the work of the various historical societies and commissions. The first volume of this series is the one which contains the results of the work of the Committee on the Study of the History of the United States.

## I

## PROTOCOLS







## INTRODUCTION

When in the year 1924 I began the issue of an Arabic series of the *Corpus Papyrorum Raineri* with an edition of protocol texts, I was able to add eight protocols from the collection of the Egyptian Library in Cairo, of which Prof. B. MORITZ very kindly placed photographs at my disposal. Naturally at that time it was not possible for me to give any exact description of these pieces. When during my stay in 1925, I was able to inspect the papyri treasures of the Egyptian Library, there were altogether 71 protocols, and among that number the eight already published. If in this work I again publish these eight, I do so not only in conformity with the expressed wish of the Library management, who desired the appearance here of at least all the most important texts, but also because it seemed to me only proper to supplement the descriptions with the actual texts. From similar considerations I have deemed it unnecessary to include the smaller and the smallest fragments, the publication of which would hardly have been worth while. Thus has resulted a selection of 32 protocols which are here presented. The nature, form and contents of these texts have been dealt with exhaustively in the general introduction to the second part of *Corpus Papyrorum Raineri III*, volume I, pt. 2, pp. xv-cii to which I would call attention.

Complementary to what is said there the following data are furnished by the present texts.

The rule by which the official stamps are set at the beginning of papyrus rolls on the reverse side of the first sheet, *i.e.* running parallel to the vertical fibres, is not broken anywhere here. But it is to be noticed that the text of the bilingual protocols n° 12 and 13 overlaps with its three or four last lines the second sheet of the roll and the same is the case with the two Arabic protocols n° 31 and 36.

With regard to the perpendicular writing, which is only indicated schematically in the texts printed hereafter, newly found sign-groups appear only in n° 2<sub>7-8</sub>, 16<sub>5-6</sub> and 23. Besides the rarer variations



ἐλεγγμωνος and ἀμειροχλωμουσιν included in *CPR* III, I, 2, p. xx, special attention need only be called to the variants of the names αλυαλιδ (n° 5<sub>7</sub>), ἀλσουαλιδ (n° 11<sub>8</sub>) and αλυολιδ (n° 4<sub>4</sub>). Abbreviations by suspension occur in φιληθρ[ωπου] (n° 26<sub>2</sub>) and φιλανθρωπ (n° 1<sub>2</sub>, 11<sub>3</sub>). But much more important than the observations just made respecting the external features of the protocol texts is the new material that has come to light in the field of formularies. To those formularies which have already been named in *CPR* III, I, 2, pp. xxvii ff., quite a number of variants can be added, besides new forms.

Among the Arabic-Greek formularies belonging to the first group, I 2 d represented by number 19 (undated), occupies the first place. As only the end is preserved the original wording can only be restored with a slight measure of probability. The present ending is differentiated from I 2 a and 3 by having the name of the governor in the genitive case. It is of course possible that we have to do here with a mistake of the writer's (cf. *CPR* III, I, 2, p. xx and n° 68<sub>3</sub>, συμβούλου instead of σύμβουλος) but we can with more probability assume ἐπὶ τοῦ δεῖνα συμβούλου.

I 3 a (illustrated by n° 12, dated 86 A. H.) represents a variant from I 3, from which it differs only by having an abbreviated rendering of the formula emphasizing the unity of God and the Apostleship of Muḥammad.

Within the group of Greek-Arabic formularies, II A 3 d (illustrated by n° 15, 90–96 A.H.) there is an extension to II A 3 b consisting in the name of the governor.

II A 3 e (illustrated by n° 3) differs from the formulary just named by the rendering of l. 4–5, containing an unusually abbreviated rendering of the declaration of the unity of God and the Apostleship of Muḥammad.

II A 10 (illustrated by n° 4, 86–96 A.H.) is a variant of II A 9, from which the new formulary differs by the fully rendered Greek translation of the *Basmala*.

The eight-line formulary II B 2 c takes a medial position between II B 2 a and II B 2 b and —apart from the occasional division of the word ἐλεγγμωνος (n° 25, 26)—differs from the former by the omission of the governor's name in l. 6, and from the latter in as much as the protocol text contains 8 instead of 7 lines, and that the mention of the Caliph



occupies lines 7 and 8 instead of the seventh alone. The new formulary is illustrated by n° 5 (705–715 A.D.), 25 (705–715 A.D.), 26 (undated), perhaps also n° 28 (undated); the formula emphasizing the unity of God is abbreviated in n° 28 to οὐκ ἔστιν θεὸς μόνος.

Such an extreme abbreviation is not found elsewhere, but cf. *CPR* III, I, 2, n° 43<sub>4</sub> οὐκ ἔστιν θ(εὸς) εἰ μ(όν)ος, n° 45<sub>4</sub> οὐκ ἔστιν θ(εὸς) ἰ μὴ μόνος, n° 66<sub>1</sub> οὐκ ἔστιν θ(εὸς) εἰ μὴ ὁ μόνος, n° 86<sub>4</sub> οὐκ ἔστιν θ(εὸς) εἰ μὴ μόνος.

II C 5 (illustrated by n° 27, undated). Only two lines of this fragment being preserved we can hardly do more than guess at the original wording of this formulary. In all probability it is a question of quite a short draft which perhaps comes very close to II C 4, the Greek rendering of the *Basmala* being still more abbreviated.

To the formularies already known of purely Arabic protocol-texts may be added here III A 22 (illustrated by n° 34, IIInd century of the Hīra). Nothing can be definitely ascertained concerning the contents of this four-lined protocol formulary; at all events it is certain that it is not to be placed in any of the 21 formularies hitherto known.

In editing the texts I have followed the principles which I have already laid down in my *Allgemeine Einführung in die arabischen Papyri* in *CPR* III, I, 2, pp. 90–93.

The purpose of the edition is in the first place to present a readable text. I have not considered it advisable to print the archetypes with all the mistakes and as they were in the original, for the typographical setting of an exact “diplomatic” copy would, in the first place, have been too expensive, and besides would have offered the reader but an incomplete picture of the archetype. Moreover the numerous ligatures and special characteristics of most of the texts would have presented considerable difficulties in the setting up. With Arabic texts which are for the most part not provided with diacritical points, the supplying of these points represents in itself a very considerable modification of the original. Thus there would have been no sense in reproducing all occasional errors and oversights. Grammatical and orthographical peculiarities, however, have been retained.



The undoubted advantages of noting incorrect forms in the critical apparatus has induced me to follow this system in the present work. Wherever the text shows alterations from the original, attention is expressly called to this fact, and I have not considered it superfluous to note wherever the original is found with diacritical points, for it often happens that the plates, which represent only a selection of the material, do not satisfactorily reproduce just these details, especially when the writing is faded. Nevertheless I have as far as possible allowed the texts to stand in their original form, only marking the text in accordance with the suggestions offered at the meeting of papyrologists, on the occasion of the last Congress of Orientalists at Leyden, 1931, (B.A. VAN GRONINGEN, *Projet d'unification des signes critiques*, *Chronique d'Égypte*, 1932, pp. 262-269 and U. WILCKEN in *Arch.* X, 1932, p. 209 ff.). The following list of the symbols used will serve to familiarize the reader with the principles followed in editing the texts:

- [[     ]] encloses words or letters cancelled in the original.
- <     >     „     „     „     supplied as a correction.
- (     ) signifies solutions of abbreviations.
- [     ] encloses letters supplied to fill a lacuna.
- [ ..... ] signifies letters wanting.
- {     } encloses letters that are to be omitted.

The translation has been kept as near to the original as English diction will admit. Round brackets in the translation call the reader's attention to passages which are supplementary to the original texts. Qur'ânic quotations are given according to the verse-numbering of the Egyptian standard edition of 1342 A.H. (1924 A.D.) with the verse-numbering of FLUEGEL in round brackets after it.





**A**

**Dated bilingual Texts**







## a

**Period of Abu 'l-'Abbâs al-Walîd b. 'Abd al-Malik b. Marwân.**

Caliph : 14th Šawwâl, 86 A.H. to 15th Ġumâdâ II, 96 A.H. (8th October, 705 A.D. to 25th February, 715 A.D.).

## 1

Inv. n° 6.

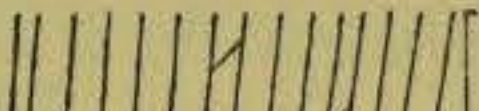
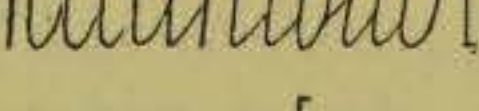

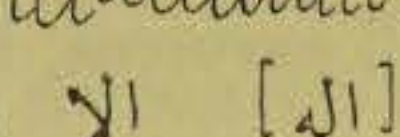
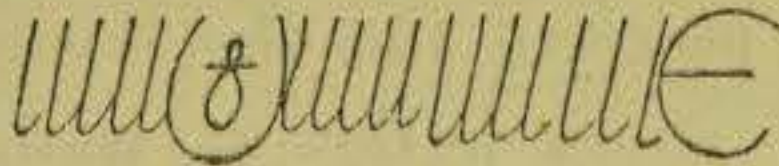
705-715 A.D.

Formulary : II A 3 b.

Light brown, strong papyrus, 18.6 × 22.5 cm. The text of the protocol, written in blackish brown ink, completely fills up the first sheet of the roll, 17 cm. high; of the second sheet only a strip, 1.7 cm wide, is preserved. The Alif is 1.5 cm high, Greek letters of medium size 0.8 to 1.4 cm, those with upper length 1.3 cm. Below the protocol, and separated by a blank space 1.5 cm wide, a Coptic text of 10 lines in black ink is written, partly parallel to the horizontal fibres of the second sheet of the roll and partly across the vertical fibres of the protocol.

Place of discovery uncertain, perhaps Aphrodito.

The protocol is fairly well preserved, the left half of the protocol being broken off. The Coptic text is much damaged.

[	[ΕΝ ΟΝΟΜΑ]ΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ		]	1		
[	[ΕΛΕΗΜ]ΩΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠ(ΟΥ)		]	2		
[	الر [حمن الرحيم]	الله	بسم	]	3	
[	[ΟΥΚ ΕΣΤΙΝ ΘΕΟΣ] ΕΙ ΜΗ Θ(ΕΟ)C ΜΟΝΟΣ		[3]	4		
[	[ΜΑΑΜΕΤ Α]ΠΟCΤΟΛΟC ΘΕΟΥ		]	5		
[	لا [اله]	الا الله	وحده	محمد رسول الله	]	6
[	[ΑΒΔΕΛΛΑ] ΑΛΟΥΛΙΤ		]	7		
[	[ΑΜΙ]ΡΑΛΜΟΥΜΝΙΝ		]	8		

1. [In the na]me of God, the

2. [Compassio]nate and Merciful.



3. [In the na]me of God, the Com[passionate, the Merciful].
4. [There is no god] but God alone,
5. [Maamet] is the Apostle of God.
6. [There is no] god but God alone, Muh[ammad is the Messenger of God].
7. [The servant of Go]d Alulit
8. [Comman]der of the faithful.

2. For the form ἐλεήμωνος which occurs also in n° 5<sub>2</sub>, 16<sub>2</sub>, 25<sub>2</sub>, 26<sub>1.2</sub> cf. *CPR* III, I, 2, p. 4 and note on n° 2<sub>2</sub>; for the abbreviation ϣιζανθρωπ with overwritten π n° 11<sub>3</sub> and *CPR* III, I, 2, p. xx.

4. Considered strictly, the formulary would require ὁ θεός, but such variations occur frequently.

7. The name αλουλιτ which also appears as αλουλιδ, αλυζλιδ and αλυαλιδ, the latter representing the most exact rendering of the Arabic form, occurs also in *CPR* III, I, 2, p. 14.

7-8. On the analogy of parallel texts which are found with a similar passage of perpendicular writing showing figures in incompletely closed circles one would expect a numeral letter. The sign appearing here cannot easily be reconciled with such. Perhaps it represents a variety of 8 found in the Byzantine protocols G 25088 and 30014 in the Rainer Collection in Vienna.

## 2

(Pl. I)

Inv. n° 61.

705-715 A.D.

Formulary: II A 3 b.

Light brown, strong papyrus. 35.8 × 21.3 cm. The text of the protocol, written in blackish brown ink, occupies the whole first sheet of the roll, 18.4 cm high; the annexed second sheet of the roll, of which a piece, 17.4 cm high, still survives, bears eight lines of a Coptic document written in black ink across the horizontal-fibres. The blank space between the text of the protocol and the document is 5 cm wide. The Alif is 1.4-1.7 cm high, Greek letters of medium size 0.7-1.2 cm, with upper length 1.2-1.25 cm.

Place of discovery unknown.

More than half of the protocol has disappeared from the right side.







## 3

Inv. n° 62.

705-715 A.D.

Formulary: II A 3 d.

Yellow-brown strong papyrus. 13 × 34.4 cm. The text of the protocol is written in blackish-brown ink, the Alif 2.1 cm. high, Greek letters of medium size 0.8-2.1 cm. The reverse is blank.

Place of discovery unknown.

The first and last two lines of the text are almost completely broken off.

⊙	. . . . .		1
			2
بسم الله الرحمن الرحيم			3
⊙	... Θ(ΕΟ)C	MAMET	4
	ΑΠΟCΤΟΛΟC	Θ(ΕΟ)Υ	5
لا اله الا الله وحده محمد رسول الله			6
	ABΔΕΛΛ[A ΑΛΟΥΛΙΤ]		7
	[AMIPAAΛMOYMNIN]		8

1. ....

2. ....

3. In the name of God, the Compassionate, the Merciful.

4. ... God, Mamet

5. (is the) Apostle of God.

6. There is no god but God alone, Muḥammad is the Messenger of God.

7. The servant of God [Alulit]

8. [Commander of the faithful.]

4. No parallel can be found for the perpendicular writing of the left side. In that of the right side following upon 3 (cf. *CPR* III, I, 2, p. xviii) K can be recognized (cf. n° 2<sub>1-2</sub>, 18<sub>1-2</sub>, 7-8, 26<sub>7-8</sub>). For the γ included in a cartouche cf. *CPR* III, I, 2, n° 41 (p. 39), 102 (p. 86) and the introduction p. xix.

2. Only the lower parts of the seven letters of this line remain. It would seem that τω was originally at the beginning, what followed can no longer be determined.—4. The first three letters are no longer easily recognizable, the first looks like ε; it may be an abbreviation of εστιν, but judging by the space εστι could just be included.—7. αβδ is easily distinguishable, while of λααλλου only the upper parts remain; the rest is wanting.



## 4

Inv. n° 31.

705-715 A.D.

Formulary: II A 10.

Light-brown, coarse-fibred, cardboard-like papyrus. 10.3 × 17 cm.

The text of the protocol is written in blackish-brown ink, the Alif is 1.6 cm high, Greek letters of medium size 0.8 cm, those with lower length 1.5 cm high. On the reverse one Greek line is written with black ink across the horizontal fibres.

Place of discovery unknown.

The fragment is of the right half of the protocol and in good preservation.

[	[	ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ	ΘΕΟΥ ΤΟΥ	]]	[	1
		ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ		]]		2
[	الرحمن الرحيم	الله	بسم	[		3
[	[	ΑΒΔΕΛΛΑ	ΑΛΥ	ΟΛΙΔ	[	4
				ωη		5

1. [In the name] of God, the
2. [Compassionate and Me]rciful.
3. [In the na]me of God, [the Compassionate, the Merciful] .
4. [The servant of God Alv]olid
5. [ ] .....

## 5

Inv. n° 18.

705-715 A.D.

Formulary: II B 2 c.

Light brown, strong papyrus. 16.2 × 10.3 cm. The text of the protocol is written in blackish brown ink, the Alif is 1.4 cm high, Greek letters

4. The  $\epsilon$  of  $\alpha\lambda\upsilon\epsilon\lambda\iota\delta$  is not certain; the remnants of the letter preceding would prompt one to supply  $\upsilon$ , and this restoration may be confirmed by the form  $\alpha\lambda\upsilon\alpha\lambda\iota\delta$  which occurs in no 5<sub>7</sub>.—5. I can suggest nothing here. One would expect to find the title of the Caliph ( $\chi\mu\epsilon\tau\lambda\mu\omicron\upsilon\mu\epsilon\nu\iota\nu$ ) or the formula  $\epsilon\pi\iota\ \tau\omicron\upsilon\ \delta\epsilon\iota\nu\alpha\ \sigma\upsilon\mu\beta\omicron\upsilon\lambda\omicron\upsilon$ , but the letters visible are too badly formed to give any certain reading.



of medium size 0.6–0.8 cm, those with lower length 1.3 cm. On the reverse are three lines of a Greek document written in black ink across the horizontal fibres.

Place of discovery unknown.

Only the middle part of the protocol is preserved.

[	[ΕΝ ΟΝΟ]ΜΑΤΙ ΤΟΥ ΘΕΟΥ Τ[ΟΥ]	[	1
	[ΕΛΕΗΜΩΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	]	2
[	بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ		3
[	[ΟΥΚ Ε]ΣΤΙΝ ΘΕΟΣ ΜΟΝΟΣ]	[	4
	[ΜΑΑΜΕΤ ΑΠΟCΤΟΛΟΣ ΘΕΟΥ]	]	5
[	عبد الله الوليد أمير المؤمنين		6
[	[ΑΒ]ΔΕΛΛΑ ΑΛΥΑΛΙΔ]	[	7
	[Α]ΜΙΡΑΛΜΟΥΜ[ΝΙΝ]	]	8

1. [In the na]me of God, th[e]
2. [Com]passionate and Merci[ful].
3. [In the name] of God, the Compassion[ate, the Merciful.]
4. [There is] no god but God alo[ne],
5. [Maa]met is the Apost[le of God].
6. [The servant of God al-Wa]lid, Commmander of [the faithful.]
7. [The ser]vant of God, Alva[lid],
8. [Co]mmmander of the faith[ful].

2. For ἐλεήμωνος cf. n° 10<sub>2</sub> and *CPR* III, I, 2, n° 2<sub>2</sub> (p. 4).

7. For αλυ[αλιδ] cf. αλυ[ολιδ] in n° 4<sub>4</sub> and αλουαλιδ in n° 11<sub>8</sub>, as also *CPR* III, I, 2, p. 87, 88, n° 25<sub>7</sub>, 32<sub>1</sub>.

## 6

Inv. n° 50.

705–715 A.D.

Formulary: I 7.

Light brown, fine papyrus. 8.3 × 11.3 cm.

The text of the protocol is written in blackish brown ink, the Alif is 1 cm high, Greek letters of medium size 0.6–0.7 cm, those with lower



length 1.5 cm. The reverse shows two lines of a Greek document written in black ink across the horizontal fibres.

Place of discovery unknown.

The fragment belongs to the bottom of the protocol.

[	بِسْمِ اللَّهِ	الرَّحْمَنِ الرَّحِيمِ	]	1
[	[	[EN ONOMATI TOY ΘΕΟΥ TOY ]	]	2
[	[	[ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	]	3
[	لا اله الا الله وحده محمد رسول الله		]	4
[	[	[ΟΥΚ ΕΣΤΙΝ ΘΕΟΣ ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ]	]	5
[	[	[ΜΑΜΕΤ ΑΠΟΣΤΟΛΟΣ ΘΕΟΥ]	]	6
[	عبد الله الوليد	أمير المؤمنين	]	7
[	[	[ΑΒΔ]ΕΛΛ ΑΛΟΥΛΙΔ ΑΜΙΡ]	]	8
[	[	[ΑΛΜΟ]ΥΜ[ΝΙΝ]	]	9

1. [In the name of God, the Compassionate, the Merciful.]
2. [In the name of God, the]
3. [Compassionate and Merciful.]
4. [There is no god but God alone, Muḥammad is the Messenger of God].
5. [There is no god but God alone,]
6. [Mamet is the Apostle of God.]
7. [The servant of God al-Walîd, Commander of the [faithful].]
8. [The servan]t of God Alulid, Co[mmander]
9. [of the] faith[ful].
6. The same form of the name is shown in n° 12<sub>7</sub>, 14<sub>6</sub> and 25<sub>5</sub>.
8. For αβδελα with one λ cf. n° 2<sub>7</sub>, 16<sub>5</sub>.

6. Only the upper parts of μ.α.μ. still remain. — 7. Of الوليد only outlines are to be seen, and the same is the case with Lām in المؤمنين. — 8. Of ελα the upper parts are present and the left edge of μ.



## 7

Inv. n° 51.

705-715 A.D.

Formulary : I 7.

Light brown, fine papyrus. 9.1 × 14.5 cm. The text of the protocol is written in blackish brown ink. The Alif is 1 cm high, Greek letters of medium size 0.9 cm, those with upper length 1.3 cm.

Verso blank.

Place of discovery unknown.

The scrap is from the bottom of the protocol.

[بسم الله الرحمن الرحيم]	1
[ [ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ] [	2
[ [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ] ]	3
[ لا اله الا الله وحده محمد رسول الله]	4
[ [ΟΥΚ ΕΣΤΙ ΘΕΟΣ ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ] [	5
[ [ΜΑΑΜΕ]Τ ΑΠΟΣΤΟΛΟΣ [ΘΕΟΥ] ]	6
[عبد الله الوليد] [أمير المؤمنين]	7
[ [ΑΒΔΕΛΛΑ] ΑΛΟΥΛΙΔ	8
[ [ΑΜΙΡΑΛΜΟΥΜΝΙΝ] ]	9

1. [In the name of God, the Compassionate, the Merciful.]
2. [In the name of God, the]
3. [Compassionate and Merciful.]
4. [There is no god but God alone, Muḥammad is the Messenger of God.]
5. [There is n]o god but God a[lone,]
6. [Maame]t is the Apostle [of God.]
7. [The servant] of God al-Walid, [Commander of the faithful]
8. [The servant of God] Alulid,
9. [Commander of the faithful.]



## 8

Inv. n° 21.

705-715 A.D.

Formulary: I 7.

Brown, in parts darker brown coloured, strong papyrus, 19.5 × 14.3 cm. The text of the protocol, written in blackish-brown ink, takes up the first sheet of the roll, of the second *selis* a strip, 3.1 cm. wide, still survives. The Alif 1.2 cm high, Greek letters of medium size 0.7 cm, those with lower length 1.2 cm. Reverse blank.

Place of discovery unknown.

The fragment belongs to the left half of the protocol.

[	بِسْمِ	الله	الرحمن الرحيم	]	1
[		[EN ONOMATI TOY ΘΕΟΥ TOY]			2
		ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]			3
[	لا اله الا الله وحده]		محمد رسول الله		4
η	ΟΥΚ	ΕΣΤΙΝ	ΘΕΟΣ	[ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ]	5
	ΜΑΑΜΕΤ	ΑΠΟΣΤΟΛΟΣ	ΘΕΟΥ		6
	عبد	الله الوليد		أمير المؤمنين	7
	ΑΒΔΕΛ	ΑΛΟΥΛΙΔ			8
	ΑΜ	ΙΡΑΛΜΟΥΜΝΙΝ			9

1. [In the name of God, the Compassionate, the Merciful.]

2. [In the name of God, the]

3. Com[passionate and Merciful.]

4. [There is no god but God alone,] Muḥammad is the **Messenger** of Go[d].

5. There is no go[d but God alone,]

6. Maamet [is the Apostle of God.]

7. [The servant of God al-Walîd,] Commander of the faithful.

8. The serv[ant of God Alulid,]

9. Com[mander of the faithful.]

8. The completion of the name Alulid would be suggested by the parallels and the formulary which so far is only used in the period of the Caliph al-Walîd b. 'Abd al-Malik.



## 9

Inv. n° 5. 705–715 A.D. Formulary: I 5, 6, 7, 10 or II A 3 ab, 8.

Light brown, strong papyrus 42.7 × 22.5 cm. The text of the last two lines of the protocol is written in dark brown ink on the first sheet of the roll, of which a strip, 7 cm high, remains. The second and third sheets of the roll bear 14 lines of a letter addressed by Biktor son of [ ] clos and Apa Kyr[os son of An]dreas, the embolarchs (for this officer cf. *P. Lond.* IV, n° 1441<sub>60,64</sub> and note on page 344), of the Kome of أشقوه to the governor Qorra b Šarîk, written in black ink at right angles to the horizontal fibres. Greek letters of medium size are 0.6–0.8 cm high, those with upper length 1.9 cm.

Place of discovery Aphrodito.

The fragment contains the last two lines of the protocol.

<div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 5px;">[</div> <div style="margin-right: 5px;">] <i>u</i></div> <div style="display: flex; flex-direction: column; align-items: center;"> <div>ΑΥΔΕΛΛΑΛΟΥΛΙΔ</div> <div>ΑΜ[Ι]</div> </div> <div style="margin-left: 10px;">[</div> </div>	<div style="display: flex; flex-direction: column; align-items: center;"> <div>1</div> <div>2</div> </div>
<div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">]</div> <div style="margin-right: 5px;">[</div> <div style="display: flex; flex-direction: column; align-items: center;"> <div>ΠΑΛΜΩΜΟΥΝΙΝ</div> <div>ΑΜ[Ι]</div> </div> <div style="margin-left: 10px;">]</div> </div>	<div style="display: flex; flex-direction: column; align-items: center;"> <div>1</div> <div>2</div> </div>

1. The servant of God Alulid, Co[m-]

2. mander of the faithful.

1. It must be confessed that the first word is not certain but the most probable reading would be αὐδελλ or αὐδελλα.

2. For ἀμπαλωμουνην cf. n° 10<sub>6</sub>, *CPR* III, I, 2, p. xx, and *ibid.* n° 23<sub>7</sub>, 26<sub>6</sub>.

## 10

Inv. n° 34.

709–710 A.D.

Formulary: II B 3.

Yellow-brown, in several places darker coloured, coarse cardboard-like papyrus 13 × 36.2 cm. The text of the protocol is written in black-brown ink and completely fills up the first sheet of the roll. The Alif is 1.5 cm high, Greek letters of medium size 0.8–1 cm, with upper length 1.5 cm. Reverse blank.



Place of discovery unknown.

In good condition and almost complete. The margins remain at the top and on the right side.

Bibliography: Reproduced by B. MORITZ, *Ar. Pal.*, Pl. 100, 1. Edited by J. v. KARABACEK, *WZKM* XX (1906), p. 139 ff. (rectified by C. H. BECKER, *ZA* XX [1906], p. 99, U. WILCKEN, *Arch.* IV [1907], p. 259); C. H. BECKER, *ZA* XXII [1908], p. 177; A. GROHMANN *CPR* III, I, 2, n° 26, p. 22. Referred to by H. I. BELL, *Arch.* V (1909-1913), p. 144, 146-149, 153, *P. Lond.* IV, p. 415; C. H. BECKER, *ZA* XXII (1908), p. 181.

Φ	ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ	1
ΕΛΕΗΜΩΝΟΣ ΦΙΛΑΝΘΡΩΠΟΥ	2	
بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ	3	
عبد الله الوليد أمير المؤمنين	4	
ΑΒΔΕΛ(ΛΑ)ΑΛΟΥΛΙΤ	5	
Α[ΜΙΡ Α]ΛΜΩΜΟΥΝ ΙΝ	6	

1. In the name of God the
2. Compassionate, Merciful.
3. In the name of God, the Compassionate, the Merciful.
4. The servant of God al-Walîd, Commander of the faithful.
5. The servant of God Alulit
6. Co[mmander] of the faithful.

1-2. For 3 cf. n° 21, 22, 24 and p. 11.

6. The same form ἀμειραλμωμουνιν occurs in n° 9<sub>2</sub> (p. 18).

The figure η in the cartouche of the perpendicular script on the right side means the VIIIth indiction, i.e. 709/10 A.D.



## 11

Inv. n° 66.

714-715 A.D.

Formulary: I 7.

Yellow-brown, in several places darker coloured, coarse, cardboard-like papyrus  $15.5 \times 23$  cm. The text of the protocol, written in blackish brown ink, occupies the first sheet of the roll entirely. The Alif is 1.7-2.6 cm high, Greek letters of medium size 0.7-1 cm, those with upper length 1.5 cm. On the reverse there are two lines of a Coptic text written in black ink across the horizontal fibres.

Place of discovery unknown.

On all sides broken off, worm-eaten.

Bibliography: Reproduced by B. MORITZ, *Ar. Pal.* Pl. 100, 3. Edited by J. v. KARABACEK, *WZKM* XX (1906), p. 141; C. H. BECKER, *ZA* XXII (1908), p. 178, ll. 2, 3, 5, 6, *ibid.* XX (1906), p. 100 (cf. U. WILCKEN, *Arch.* IV [1907], p. 258 ff.), ll. 8-9 by H. I. BELL, *Arch.* V (1909-1913), p. 152, l. 8 once more in *P. Lond.* IV, p. 415; A. GROHMANN, *CPR* III, I, 2, n° 27, p. 23ff. Referred to by H. I. BELL, *Arch.* V (1909-1913), p. 144, 146, 149, 153 and *P. Lond.* IV, p. 415; C. H. BECKER, *ZA* XXII (1908), p. 181.

[الرحمن الرحيم]	[بسم الله]	1
[	[EN ONO]MATI TOY ΘΕΟΥ TOY [ΕΛΕΗ]ΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠ(ΟΥ)	2 3
[	[ΟΥΚ ΕΣΤΙΝ Θ(ΕΟ)Σ ΕΙ ΜΗ Ο Θ(ΕΟ)Σ ΜΟΝΟΣ [Μ Α Α]ΜΕΤ ΑΠΟCΤΟΛΟ[Σ Θ]ΕΟΥ	4 5 6
[	[ΑΒΔ ΕΛΛ]ΑΛΟΥΑΛΙΑ [Α Μ Ι Ρ Α Λ Μ Ο Υ Μ Ν] Ι Ν	7 8 9

1. [In the name of God, the Compassionate, the Merciful.]
2. [In the name of God, the
3. [Com]passionate and Merciful.
4. [There is no] god but God alone, Mu[hammad is the Messenger of God].



5. [There] is no god but God alone,
6. [Maa]met is the Apostl[e of God].
7. The servant of God al-Walîd, Com[mander of the faithful].
8. [The servant of Go]d Alulid,
9. [Commander of the faith]ful.
3. For  $\varphi\lambda\chi\theta\rho\omega$  with over-written  $\pi$  cf. n° 1<sub>2</sub> (p. 10).
8. For the variant form  $\alpha\lambda\epsilon\upsilon\alpha\lambda\iota\delta$  cf. the annotation on n° 5<sub>7</sub> (p. 14).

The cartouche of the perpendicular writing on the right side contains  $\delta$  (an abbreviation of  $\iota\nu\delta\iota\alpha\tau\epsilon\acute{o}\nu\sigma\zeta$ ) and below this the figure  $\gamma$  meaning the thirteenth indiction, 714/15 A.D. Cf. n° 10<sub>5-6</sub> (p. 19).

For details of various attempts at interpretation see *CPR* III, I, 2, p. 23ff.



## b

**Period of Abu 'l-'Abbâs al-Walîd b. 'Abd al-Malik b. Marwân,**

Caliph : 14th Šawwâl, 86 A.H. to 15th Ğumâdâ II, 96 A.H. (8th October 705 A.D. to 25th February, 715 A.D.) and

**'Abdallâh b. 'Abd al-Malik b. Marwân.**

Governor and finance-director : 11th Ğumâdâ II, 86 A.H. to the beginning of 90 A.H. (9th June, 705 A.D. to the beginning of 709 A.D.).

## 12

Inv. n° 59.

705 A.D.

Formulary : I 3 a.

Yellowish brown, strong papyrus. 22×15 cm. The first ten lines of the text of the protocol are written in blackish brown ink parallel to the vertical fibres of the first sheet of the roll, 16·8 cm high, ll. 11-13 cross-wise to the horizontal fibres of the annexed second sheet, of which a strip, 5 cm high, remains. The Alif is 1·6 cm high, Greek letters of medium size 0·5-0·6 cm, with upper length 1cm.

Place of discovery unknown.

Only the left half of the protocol is preserved.



بِسْمِ اللَّهِ	الرحمن الرحيم	1
[Ε]Ν ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ [ΤΟΥ]		2
ΕΛΕΗΜΟΝΟΣ [(ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]		3
لا اله الا الله	وحده لا شريك له	4
لم يلد ولم يولد	ولم يكن له كفواً أحد	5
ΟΥΚ ΕΣΤΙΝ ΘΕΟΣ ΕΙ ΜΗ ΟΣ[ΟΣ ΜΟΝΟΣ]		6
ΜΑΜΕΙ ΑΠΟΣΤΟΛΟΣ ΤΟΥ[ΘΕΟΥ]		7
محمد رسول الله أرسله	بالحق ودين الحق	8
عبد الله الوليد	أمير المؤمنين	9
ΑΒΔΕΛΛΑ ΑΛΟΥΛ[ΙΔ.....]		10
.....		11
هذا مما أمر به الأمير	عبد الله بن عبد الملك	12
في سنة	سنة وثمانين	13

1. [In the name of God], the Compassionate, the Merciful.
2. [I]n the name of God, [the]
3. Compassionate [and Merciful.]
4. [There is no god but] God alone, He has no associate ;
5. [He has not begotten, neither was He begotten] and He has none that is like unto Him.
6. There is no god but Go[d alone],
7. Mamet is the Apostle of [God.]
8. [Muḥammad is the Messenger of God, He has sent him] with guidance and true religion.
9. The servant of God al-Walîd, Commander of the faithful.
10. The servant of God Alulid
11. ....
12. [This belongs to that which was decreed by the Amîr] ‘Abdallâh b. ‘Abd al-Malik
13. [In the year] eighty six.

7. For  $\mu\alpha\mu\epsilon\tau$  cf. n° 6<sub>6</sub>, 14<sub>6</sub>, 25<sub>5</sub> and *CPR* III, I, 2, n° 2<sub>5</sub> and p. 4.



**10-11.** If the extraordinary rapid hand of the writer of the Greek text renders the reading of the religious formulae difficult, they can nevertheless be deciphered on the analogy of frequently occurring similar texts. The reading of these two lines must nevertheless be considered provisional. Still, it is hardly probable that  $\alpha\epsilon\delta\epsilon\lambda\lambda\alpha\ \alpha\lambda\omicron\upsilon\lambda\iota\delta$  can yield any other reading. It would be too hazardous to attempt any interpretation of the line that follows. By analogy, however, we are given the choice between  $\alpha\mu\epsilon\rho\alpha\lambda\mu\omicron\upsilon\mu\epsilon\nu$  and  $\alpha\epsilon\delta\epsilon\lambda\lambda\alpha\ \upsilon\iota\delta\varsigma\ \alpha\epsilon\delta\epsilon\lambda\mu\acute{\alpha}\lambda\iota\kappa\ \sigma\upsilon[\mu\omicron\upsilon\lambda\omicron\varsigma]$ . The latter would fit very well into the Arabic text of line 12.

**13.** The date corresponds to 705 A.D. Thus the protocol was set down in the first year of the governorship of 'Abdallâh b. 'Abd al-Malik b. Marwân who was governor and finance-director of Egypt from 11th Ġumâdâ II, 86 A.H. to the beginning of 90 A.H. (9th June 705 A.D. to the beginning of 709 A.D.).

### 13

Inv. n° 67.

709-710 A.D.

Formulary: I 2 a.

Yellow-brown, fine papyrus,  $23.5 \times 17.5$  cm. The text of the protocol is written in blackish-brown ink, the first 9 lines run parallel to the vertical fibres of the first sheet of the roll, lines 10-13 at right-angles to the horizontal fibres of the second *selis*, of which only a strip, 9 cm high, remains. The Alif is 1.7 cm high, Greek letters of medium size 0.6-0.8 cm, those with upper length 1.2 cm.

Place of discovery unknown.

Only the right half of the protocol is preserved. The margin remains upon the right side only, the top and left side are broken off, parts of the text are destroyed.

Published with facsimile in *CPR* III, I, 2, n° 38, p. 35 ff.



	[بِسْمِ اللَّهِ]	الرحمن الرحيم	1
[	[EN ONOMATI TOY Θ(ΕΟ)Υ TOY ΕΛΕΗΜΟΝ]ΟC (ΚΑΙ) ΦΙΛΑΝΘΡ[Ω]Π(ΟΥ)		2
]	[ΟΥΚ ΕCΤΙΝ Θ(ΕΟ)C ΕΙ ΜΗ Ο Θ(ΕΟ)C ΜΟΝ] ΟC ΜΑΑΜΕΤ ΑΠΟCΤΟΛΟC Θ(ΕΟ)Υ		3
		لا اله الا الله	4
		وحده لا شريك له	
		لم يلد ولم يولد	5
		ولم يكن له كفواً أحد	
[	[.....].....		6
]	[.....ΕΙC Τ]ΙΝ ΟΡΘΙΝ ΠΙCΤΙΝ		7
		محمد رسول الله	8
		أرسله بالهدى ودين الحق	
		عبد الله الوليد	9
		أمير المؤمنين	
[	[ΑΒΔΕΛΛΑ ΑΛΟΥΛΙΔ ΑΜΙΡ Α Λ] ΜΟΥ Μ Ν ΙΝ		10
]	[ΑΒΔΕΛΛΑ ΥΙΟC ΑΒΔ ΕΛ ΜΑ/ΝΙΚ CΥΜΒΟΥΛ(ΟC)]		11
		هذا (أ) مما أمر به الأمير عبد الله بن عبد الملك	12
		في سنة [تسع و ثنين]	13

1. [In the n]ame of Go[d, the Compassionate, the Merciful.]
2. [In the name of God, the Compassion]ate and Mer[c]iful.
3. [There is no god but God al]one, Maamet is the Apostle of God.
4. There is no god but God [alone, He has no associate ;]
5. He has not begotten, neither was He begot[ten and He has none that is like unto Him].
6. [.....]
7. [ .....] to true religion.
8. Muḥammad is the Messenger of Go[d, He has sent him with guidance and true religion.]
9. The servant of God al-Walid, [Commander of the faithful.]
10. [The servant of God Alulid, Commander of] the faithful.
11. [‘Abdallâh, son of ‘Abd al-Ma]lik, governor.
12. This belongs to that which was decreed by the Amîr [‘Abdallâh son of ‘Abd al-Malik]
13. In the year [eighty nine.]



For details of various attempts at interpretation see *CPR* III, I,2,p.35 ff.

**10-11.** The ζ in the cartouche of perpendicular writing of the right side means the seventh indiction, i.e. 708/9 A.D.



**c**

**Period of Abu 'l-'Abbâs al-Walîd b. 'Abd al-Malik b. Marwân,**

Caliph: 14th Šawwâl, 86 A.H. to 15th Ġumâdâ II, 96 A.H. (8th October, 705 A.D. to 25th February, 715 A.D.) and

**Qurra b. Šarik b. Martad b. Hâzim b. al-Hârîṭ al-'Absî.**

Governor and finance-director: 3rd or 13th Rabî' I, 90 A.H. to 23rd Rabî' I, 96 A.H. (20th or 30th January, 709 A.D. to 6th December, 714 A.D.).

**14**

Inv. n° 68.

709-714 A.D.

Formulary: I 9.

Yellow-brown, strong papyrus 15.3 × 32.7 cm. The text of the protocol fills up the first sheet of the roll, the right margin of which has been repaired by a strip, 2.8 cm wide. This strip was pasted on parallel to the margin, so that its fibres run vertically to the fibres of the protocol, the text of which is written in dark-brown ink. The Alif is 1.8 cm high, Greek letters of medium size 1.1 cm, those with upper length 1.1 cm. Below the text of the protocol 12 lines of a list of names and figures in Greek are written in black ink across the vertical fibres (hand A), another Greek text of three lines is written in black ink parallel to the fibres but in reverse direction to the lines of the protocol (hand B). On verso an account in Greek containing payments by various individuals is written in 17 lines parallel to the horizontal fibres (hand C), in black ink.

Place of discovery unknown.

Lower half of the protocol. In good condition. At the top, right and left side the margins remain. The sheet has been folded parallel to the lines of the Greek text on verso.

Published with facsimile in *CPR* III, I,2, n° 59, p. 51.



1 [بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ]  
 2 [ ] [EN ONOMATI TOY ΘΕΟΥ TOY]  
 3 [ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ)] [ ]  
 4 لا اله الا الله وحده لا شريك له  
 5 ΟΥΚ ΕΣΤΙΝ Θ(ΕΟ)C ΕΙ ΜΗ Ο Θ(ΕΟ)C ΜΟΝ ΟC  
 6 ΜΑΜΕΤ ΑΠΟCΤΟΛ(ΟC Τ)ΟΥ Θ(ΕΟ)Υ  
 7 مُحَمَّد رسول الله (مر) به الأمير قره بن شريك  
 8 KOPPA

1. [In the name of God, the Compassionate, the Merciful.]
  2. [In the name of God, the]
  3. [Compassionate and Merciful.]
  4. There is no god but God alone, [He has] no associate.
  5. There is no god but God alone,
  6. Mamet is the Apostle of God
  7. [Mu]hammad is the Messenger of God. The Amîr Qurra ben Šarîk (ordered) this
  8. Korra.
6. Here too the writer has considerably abbreviated the text; for  $\mu\alpha\mu\epsilon\tau$  cf. n° 6<sub>6</sub>.
7. For the abbreviation  $\text{اله} = \text{امر به}$  cf. *CPR* III, I, 2, n° 35<sub>12</sub>.

## 15

Inv. n° 29.

709-714 A.D.

Formulary: II A 3 d.

Yellow-brown, coarse papyrus 16.3 × 14.6 cm. The text of the protocol, written in brown ink, occupies completely the first sheet of the roll, of the second *selis* a strip, 3 cm high, remains. The Alif is 1.6 cm high, Greek letters of medium size 0.8 cm, letters with upper length 1.8-2 cm.

5. Only  $\omega\alpha$  and at the end of the line  $\omega$  are recognizable, the rest is hastily scribbled as a wavy line.



Place of discovery unknown.

The fragment belongs to the left side of the protocol and is in good condition.

⊙	[...]	[ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ]	1
		[ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	2
بسم الله الرحمن الرحيم			3
⊙	⏏⏏⏏⏏⏏⏏	ΟΥΚ ΕΣΤΙ ΘΕΟΣ ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ	4
		ΜΑΑΜ[ΕΤ ΑΠΟΣΤΟΛΟΣ ΘΕΟΥ]	5
لا اله الا الله وحده محمد رسول الله			6
⏏⏏⏏⏏⏏⏏		ΑΒΔΕΛΛΑ ΑΛΟΥΛΙΔ	7
		ΕΠΙ ΚΟΡΡΑ ΣΥΜΒΟΥΛΟΥ	8

1. [In the name of God, the]
  2. [Compassionate and Merciful.]
  3. [In the name of God, the Compassionate, the Merciful.]
  4. There is [no god but God alone.]
  5. Maam[et is the Apostle of God.]
  6. [There is no god but God alone, Muḥammad is the Messenger of God.]
  7. The ser[vant of God Alulid.]
  8. Under Ko[rre the governor.]
- 7-8. For the perpendicular writing see n° 26, p. 41

## 16

Inv. n° 60.

708-709 A.D.

Formulary : II A 7.

Yellow-brown, coarse papyrus. 22.3 × 26.6 cm. The text of the protocol, written in blackish brown ink, completely takes up the first sheet of the roll, 17.5 cm high ; from the annexed second *selis* a piece, 4.8 cm high, remains, the texture of which is much finer than the protocol. The

4. Of αχμ. only remnants exist, the letters being eaten away.

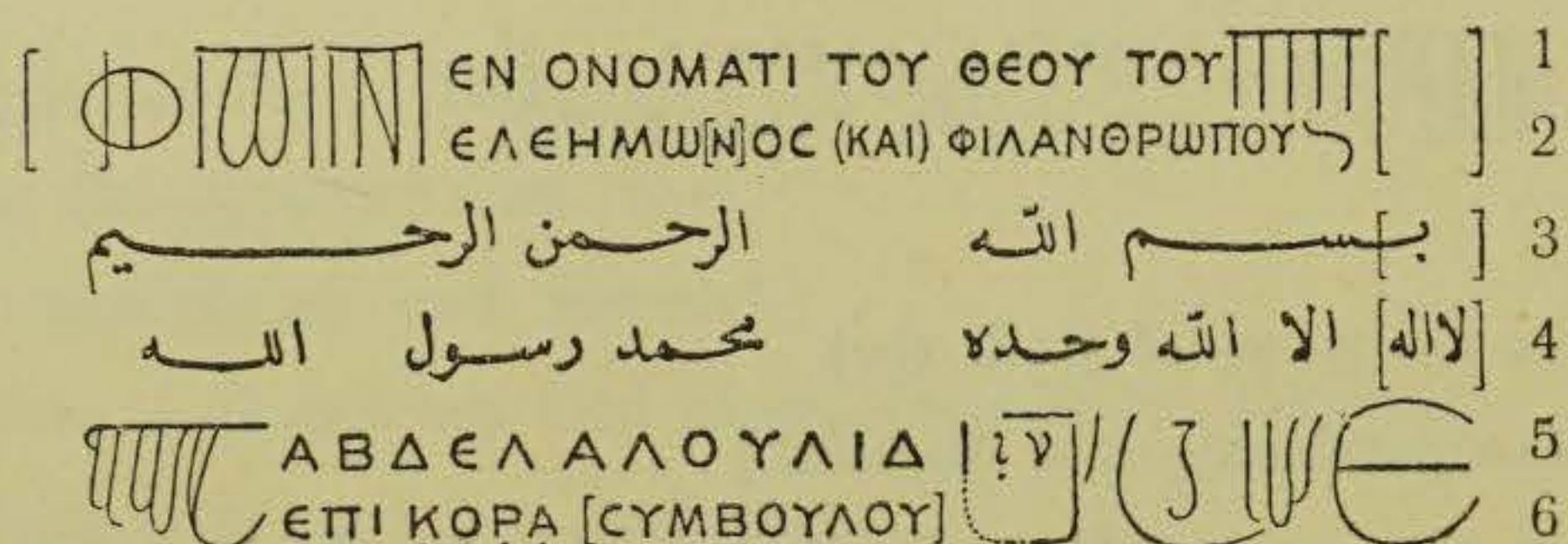


Alif is 1.7 cm high, Greek letters of medium size 1 cm, those with upper length 1.5–2.1 cm.

Place of discovery unknown.

Published by A. GROHMANN, *Aperçu de papyrologie Arabe* in *Études de Papyrologie I* (Société Royale Égyptienne de Papyrologie, Cairo, 1932), p. 33 and Pl. IV.

The papyrus is in good condition, the margins remain partly at top, bottom and upon the left side, on the right side a small strip is broken off, and the text eaten away in several places.



1. In the name of God, the
2. Compassi[on]ate and Merciful.
3. [In the na]me of God, the Compassionate, the Merciful.
4. [There is no] god but God alone, Muḥammad is the Messenger of God.
5. The servant of God Alulid.
6. Under Qora [the Governor.]
2. For ἐλεήμωνος cf. n° 1<sub>2</sub>.
5. For αβδελαλουλιδ cf. n° 2<sub>7</sub>.

6. The line is written in rather big letters ε being 2.1 cm high. The Kappa of Κορα seems to show the cursive form, as in PERF n° 83 (CPR III, I, 2, n° 61<sub>7</sub>, Pl. 10a), but the letters, except επ, are not quite certain. ν may be discerned in the rectangular frame in the perpendicular writing

2. The letters are partly eaten away and mutilated by splintering of the transverse layer of the papyrus, but in general fairly well discernable, only ν has completely disappeared.—3. The characters are in several places blotted and faded.—6. The second half of the line is eaten away as also the beginning of the right side.



on the right side. The figure ζ in the cartouche means the VIIth indiction, i.e. 708/9 A. D. The perpendicular script on the left side reminds one of that in *CPR* III, I, 2, n° 105 (p. 87 and Pl. 8a), but is here somewhat differently formed.

## 17

Inv. n° 65.

709-710 A.D.

Formulary: II A 4.

Yellow-brown, strong papyrus. 17 × 15.5 cm. The text of the protocol is written in blackish-brown ink, on the back two lines of a document in Greek, written in black ink across the horizontal fibres. The Alif is 1.3 cm, Greek letters of medium size 0.5-1.2 cm, those with upper length 1 cm.

Place of discovery unknown.

Right half of the protocol. On the bottom remnants of the second sheet of the roll may be discerned.

Bibliography: Reproduced by B. MORITZ, *Ar. Pal.* Pl. 100, 2. Edited by J. V. KARABACEK, *WZKM* XX (1906), p. 141 (cf. C. H. BECKER, *ZA* XX [1906], p. 100; U. WILCKEN *Arch.* IV [1907], p. 258); C. H. BECKER, *ZA* XXII (1908), p. 177 ff.; A. GROHMANN, *CPR* III, I, 2, n° 57, p. 49 ff. Referred to by H. I. BELL, *Arch.* v (1909-1913), p. 144, 146, 152 ff., *P. Lond.* IV, p. 415.

بِسْمِ اللَّهِ	1
[الرحمن الرحيم]	
[ ] [EN ONOMATI TOY Θ(ΕΟ)Υ TOY]	2
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	3
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	4
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	5
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	6
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	7
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	8
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	9
[ ] [ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	10

1. In the name of God, [the Compassionate, the Merciful.]

2. Only two upright strokes and a large ε are preserved on the right side.



2. [In the name of God, the]
3. [Compassionate and M]erciful.
4. [He has n]ot begotten, nei[ther] was He begot[ten and He has none that is like unto Him].
5. [There is] no god but God alone.
6. [        ] Maamet is the Apos(tle of God).
7. There is no god but God alo[ne, Muḥammed is the Messenger of God.]
8. The servant of God al-Walī[d, Commander of the faithful.]
9. [The servant of God Alulid, Commander of the] faithful.
10. [Korra son of Szer]ich, governor.

6. In view of the space formerly occupied, presumably by a parallel formula of the declaration of the unity of God, we might expect οὐκ ἔστι ἰσος.

9-10. In the cartouche the figure η is clearly to be discerned. The eighth indiction corresponds to 709/10. A.D.

## 18

Inv. n° 69.

709-710 A.D.

Formulary: II A 4.

Yellow-brown, in several parts darker coloured, strong papyrus.  
21 × 32.2 cm.

The text of the protocol, written in blackish-brown ink, takes up the first sheet of the roll, of the second *selis* only a strip, 0.5 cm high, remains. The Alif is 2.1 cm high, Greek letters of medium size 1.3-1.7 cm high, such as have upper length 1.6-2.2 cm.

Place of discovery unknown.

In good condition, broken off on the left side, in several places damaged.

Published with fascimile by A. GROHMANN in *CPR* III, I, 2, n° 62, p. 54.



[	ΦΤΥ	ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ Θ(ΕΟ)Υ ΤΟΥ	1
		ΕΛΕΗΜΟ[ΝΟ]Σ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠ(ΟΥ)	2
[	بسم الله الرحمن الرحيم		3
[	η	ΟΥ(Κ) Ε(Σ)ΤΙΝ Θ(ΕΟ)Σ ΕΙ ΜΗ Ο Θ(ΕΟ)Σ ΜΟΝΟΣ	4
		ΜΑΜΕΤ ΑΠ[Ο]ΣΤΟΛΟΣ Τ(ΟΥ) Θ(ΕΟ)[Υ]	5
		لا اله الا الله وحده محمد رسول الله	6
[	ΤΟ	.....	7
		ΚΟΡΑ δ/η ΚΙΛΕ	8

1. In the name of God, the
2. Compassi[on]ate and Merciful.
3. In the name of God, the Compassionate, the Mercif[ul].
4. There is no god but God alone,
5. Mamet is the A[po]stle of Go[d].
6. There is no god but God alone, Muḥammad is the Mes[senger of God].
7. ....
8. ....Kora.

1-2. For κ on the right side cf. n° 3<sub>4-5</sub> (p. 12). Of φιλανθρωπι(ου) only φιλ is certain, and it is probably followed by ανθ, the end is certainly either ρ<sup>π</sup> or ρω (cf. n° 1<sub>2</sub>, 11<sub>3</sub>).

4. The formula emphasizing the unity of God is here written in an unusually abbreviated form; but οὐ ἐστιν θες is distinct. What follows is scribbled in such a manner that the individual letters are not to be made out. We may expect εἰ μὴ θες μόνος

5. For the contracted form of ἀπόστολος cf. *CPR* III, I, 2, n° 1<sub>5</sub>.

7. I cannot say anything about this line; it is only certain that αβδελλα αλουλιδ is not in this place.

8. It would seem that at the end of the line Κορα is to be read. The rendering of the contents of the cartouche, which certainly includes the indiction, is questionable. I surmise δ/η; the eighth indiction would be 709-710. A.D. Κ is clearly discernable in the perpendicular script following this cartouche. Cf. l. 1-2.







## **B**

### **Undated bilingual Fragments**







## 19

Inv. n° 54.

Formulary: I 2 d.

Brown, fine papyrus.  $14.3 \times 18.3$  cm. The text of the protocol, written in blackish-brown ink, occupied originally the first sheet of the roll, of which now a strip, 2.6 cm high is preserved, and is continued upon the annexed second sheet, of which a fragment, 13.2 cm high (the *colesis* being 1 cm wide) remains. The remnants of the first line run parallel to the vertical-fibres of the first sheet, ll. 2-4 across the horizontal fibres of the second. The Alif and Greek letters of medium size are 1.3 cm high, those with lower length 2 cm high. Below the protocol is a blank space, 6.5 cm wide, the rest of the second sheet is occupied by a line of a Coptic document, written in brown ink crosswise to the horizontal-fibres. Reverse blank.

Place of discovery unknown.

The fragment forms the bottom right corner of the protocol and is in good condition.

[ABΔΕΛΛΑ	ὁ δεῖνα	ΑΜΙ]	Ρ[ΑΛ]	ΜΟΥΜΝΙΝ	1
[ἐπὶ τοῦ δεῖνα		]	ΣΥΜΒΟΥΛΟΥ	lllllΕ	2
[فلان بن فلان]	هذا مما أمر به الأمير				3
[كذا وكذا]	سنة	ف			4

1. [The servant of God N.N. Comm]an[der of the] faithful.
2. [Under N.N.] the governor.
3. This belongs to that which was decreed by the Amîr [N.N. son of N.N.]
4. in the year [so and so].

1. Only the lower parts of the letters have survived.



## 20

Inv. n° 57.

Formulary: I 3-9, fragment I a.

Brown, in several parts darker coloured, strong papyrus.  $4.3 \times 19.3$  cm. The text of the protocol is written in blackish brown ink, the Alif is 1.1 cm, Greek letters of medium size are 0.6-1 cm, those with upper length 1.3 cm high.

Place of discovery unknown.

Right upper corner of the protocol, fairly well preserved.

[الرحمن الرحيم]	الله	[بسم]	1
[	[ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ		2
	[ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	lll	3

1. [In the na]me of God, [the Compassionate, the Merciful].
2. [In the na]me of God, the
3. [Compassionate and Merciful.]

## 21

Inv. n° 56.

Formulary: II A 6.

Light-brown, fine papyrus.  $9 \times 14$  cm. The text of the protocol is written in dark-brown ink, the Arabic letters of medium size are 1.3 cm high, Greek letters of medium size 0.8 cm, those with upper length 1.3 cm high. On the reverse one line of a Greek document is written in black ink at right angles to the horizontal fibres.

Place of discovery unknown.

Right upper corner of the protocol.

- 
3. Only traces of the upper parts of the letters remain.



[	[ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ]	[	1
	[ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	]	2
[	بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ		3
[	[ΟΥΚ ΕΣΤΙ ΘΕΟΣ ΕΙ ΜΗ Ο] Θ(ΕΟ)C ΜΟΝΟΣ		4
	[ΜΑΑΜΕΤ ΑΠΟCΤΟΛΟC ΘΕΟΥ	]	5
[	محمد رسول الله أرسله بالهدى ودين الحق		6
[	[Ο ΔΕΙΝΑ CΥΜΒΟΥΛΟC]	[	7

1. [In the name of God, the]
  2. [Compassionate and Merciful.]
  3. In the name [of God, the Compassionate, the Merciful.]
  4. [There is no god but] God alone,
  5. [Maamet is the Apost]le of God.
  6. Mu[hamm]ad is the Messen[ger of God, He has sent him with guidance and true religion.]
  7. [N.N., Governor.]
- 4/5. For 3 ending the line of perpendicular script cf. n° 10 (p.19).

## 22

Inv. n° 53.

Formulary: II A 2c, 3a.

Light-brown, fine papyrus. 4.7 × 14.3 cm. The text of the protocol is written in blackish-brown ink, letters of middle-size are 0.5–0.7 cm high, those with upper length 1.5 cm. Reverse blank.

Place of discovery unknown.

Only a strip of the right upper corner of the protocol survives.

[	[ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ ΕΛΕ		1
	[ΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩ]ΠΟΥ	]	2

1. [In the name of G]od, the Com-
2. [passionate and Merc]ful

The perpendicular writing is, as usual, closed by 3, for which cf. n° 10 (p. 19).



## 23

Inv. n° 7.

Formulary: II A 1, 3abc.

Yellow-brown, strong papyrus.  $5.5 \times 16.5$  cm. The text of the protocol is written in dark-brown ink. The Alif is 1.5 cm high, Greek letters of medium size 1–1.2 cm. On the reverse 14 lines of a Coptic document are written in black ink parallel to the horizontal fibres.

Place of discovery Fayyûm or al-Ušmûnein. Collection Casira.

The scrap belongs to the left side of the middle-part of the protocol.

	[ΟΥΚ ΕΣΤΙ ΘΕΟΣ ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ]	[	]	1
	ΜΑΑΜΕΤ ΑΠΟCΤΟΛΟC ΘΕΟΥ]			2
محمد رسول الله	[ وحده ]	لا اله الا الله		3
[	ΑΒΔΕΛΛΑ	]		4

1. [There is no god, but God alone.]

2. Maamet is the A[postle of God].

3. [There is no god but God alone,] Muḥammad is the Messenger of God.

4. The servant of God [ ]

## 24

Inv. n° 42.

Formulary: II A 1–5, fragment II a.

Brown, strong papyrus.  $13.3 \times 14.5$  cm. The text of the protocol is written in brown ink, the Alif is 1.4 cm high. Reverse blank.

Place of discovery the Fayyûm or al-Ušmûnein. Collection Casira. The fragment belongs to the right side of the protocol and is in good condition.

1–2. The character within the cartouche is not a cursive  $\eta$ , as one would expect, but more like the Coptic  $\alpha$ , as in the perpendicular script of *CPR* III, I, 2, n° 63, p. 55. The perpendicular writing on the protocol published by H.I. BELL in the *JEA* XII (1926), Pl. XLVI shows a similar form of  $\eta$ .—4. The scanty remains are not inconsistent with this rendering, which, however, is not certain.



[.....]	[ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ]		3	1
[.....]	[ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]		3	2
[الرحمن الرحيم]	[بسم الله]	—————		3
[.....]	[ΟΥΚ ΕΣΤΙΝ ΘΕΟΣ ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ]		3	4
[.....]	[ΜΑΑΜΕΤ ΑΠΟΣΤΟΛΟΣ ΘΕΟΥ]		3	5
[محمد رسول الله]	[لا اله الا الله وحده]			6
[.....]	[.....]			7
[.....]	[.....]			8

1. [In the name of God, the]
2. [Compassionate and Merciful.]
3. In the na[me of God, the Compassionate, the Merciful].
4. [There is no god but God alone,]
5. [Maamet is the Apostle of God.]
6. There is no god bu[t God alone, Muhammed is the Messenger of God].
7. ....
8. ....

The perpendicular writing of lines 1-2 and 3-4 ends with 3 for which cf. n° 10, p. 19.

## 25

Inv. n° 3.

Formulary: II B 2 c.

Light-brown fine papyrus. 28.2 × 17.3 cm. The text of the protocol, written in black ink, completely fills up the first sheet of the roll, originally a little more than 19 cm high. The Alif is 1.3—1.5 cm high, Greek letters of medium size 0.5—0.7 cm, those with lower length 1.6 cm high. The second sheet of the roll, connected with the first by a *colesis*, 2.5 cm wide, bears 4 lines of a Coptic document, written in brown ink at right angles to the horizontal fibres, the text of which is separated by a blank space, 6.5 cm wide, from the text of the protocol. On the back of the protocol there are 3 lines, much damaged and indistinct, across the horizontal fibres.

Place of discovery Aphrodito.

Only the right half of the protocol and Coptic document remains, in many places mutilated.



Φ		ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ ΕΛΕ	[	]	1
		ΗΜΩΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ	[	]	2
بسم الله		الرحمن الرحيم	[	]	3
η		[ΟΥΚ ΕΣΤΙΝ ΘΕΟΣ ΕΙ ΜΗ Ο ΘΕΟΣ ΜΟΝΟΣ]	[	]	4
		ΜΑΜΕΤ ΑΠΟστολος ΘΕΟΥ	[	]	5
عبد الله فلان	[	أمير المؤمنين	[	]	6
Θ		ΑΒΔΕΛΜΑ . . . . .	[	]	7
			[	]	8

1. In the nam[e of God, the Com-]
2. passionate and Me[rciful].
3. [In the name of God], the Compassionate, the Merciful.
4. [There is no god but God alone,]
5. Mamet is the Ap[ostle of God].
6. [The servant of God, N.N. ] Commander of the faithful.
7. The servant of God [N.N. ....]
8. [Commander of the faithful.]

1. Of the τ of ὀνόματι only the down-stroke remains. — 2. The edge of the fragment runs through the middle of φ. — 3. This line and l. 6 are written in a very rapid hand. Of الرحمن only parts of the article and the Ḥâ are visible; the word ends with an indescribable flourish. — 4. The remnants of four Greek letters probably formed a part of εστιν. — 5. For μαμετ cf. n° 65, p. 15. Here, also, the edge of the fragment goes through the middle of π. — 7. The reading αβδελμα is probable but not certain, the letters being very badly formed. If the reading is right, what follows may be completed thus:

7. αβδελμα[λιχ συμ.]

8. [βουλος].

In line 6 we have then to supply [عبد الله الوليد] or [عبد الله سليمان], for 'Abd al-Malik b. Rifâ'a was governor under both the Caliphs mentioned between 96 and 99 A. H., cf. *CPR* III, I, 2, p. 59. But it is possible, however, that we should read:

7. αβδελα α[λουλιδ]

8. [αμιραλμουμιν]

In l. 6 one might, therefore, supply: [عبد الله الوليد] and, by the mention of this Caliph, an approximate date would be given for the protocol, i.e. 705–715 A.D. — 8. In this line only indistinct traces of two letters survive. For the two possibilities of restauration see the remarks to line seven. The perpendicular writing recalls that of *CPR* III, I, 2, n° 1 and 8 l. 7–8 left side (cf. *ibid.* p. xviii, 3, 9).



## 26

Inv. n° 4.

Formulary : II B 2c.

Light-brown, strong papyrus, 19.5 × 23 cm. The text of the protocol, written in blackish-brown ink, occupied the first sheet of the roll. The Alif is 1 cm high, Greek letters of medium size 0.5–0.8 cm, those with lower length 1.2 cm. The back bears traces of four Coptic lines written in black ink across the horizontal fibres.

Place of discovery unknown.

The fragment preserved belongs to the left half of the protocol, the margin of which remains upon the left side. On the whole the fragment is in fairly good condition.

	[Ε]Ν ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ ΕΛΕΗ	1
	ΜΩΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ	2
	[بسم الله]	3
	ΟΥΚ ΕΣΤΙΝ Θ(ΕΟ)Σ ΕΙ ΜΗ Θ(ΕΟ)Σ ΜΟΝΟΣ	4
	[ΜΑ]ΑΜΕ[Τ] ΑΠΟΣΤΟΛΟΣ ΘΕΟΥ	5
	[عبد الله فلان]	6
	[ΑΒΔΕΛΛΑ ὁ δεῖνα]	7
	[ΑΜΙΡΑΛΜΟΥΜΝΙΝ]	8

1. In the name of [God, the Com-]
2. passionate and Merci[ful].
3. In the name of God,] the Compassionate, the Merciful.

1. The perpendicular writing is much damaged ; of the third and fourth upright strokes only the lower parts survive, while the upper parts of the last two strokes are broken off. Of the ο of του only the left half remains. — 2. φιλάνθρωπος[ωπρ] : the reading of the two last letters is not certain, but most probable, the transverse layer of the papyrus being much damaged. Precisely this abbreviated form of the word has not yet been found elsewhere in protocols, but such abbreviations are common in this kind of text (cf. *CPR* III, I, 2, p. XIX ff.) — 4. Only traces of the ε remain after ο. — 5. Of αμαετ the top parts survive, the rest is lost. — 7–8. The perpendicular writing, beginning with τ, contains ω. For these letters in perpendicular script see *CPR* III, I, 2, p. XVIII ff., n° 30<sub>1</sub> (p. 27), and here n° 157-s, 257-s (p. 27, 40).



4. There is no god b[ut God alone,]
5. [M]aamet is the A[postle of God].
6. [The servant of God N.N., Commander of the] faithful.
7. [The servant of God N.N.,]
8. [Commander of the faithful.]
2. For ἐλεήμωνος cf. n° 1<sub>2</sub>.

## 27

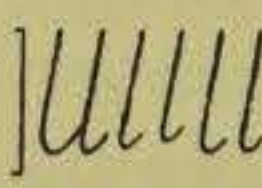
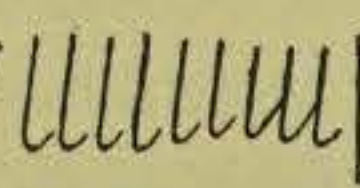
Inv. n° 22.

Formulary: II C 5.

Light-brown, fine papyrus. 5.8×20.5 cm. The text of the protocol is written in blackish-brown ink in a very rapid hand. The letters of medium size are 0.8 cm high, those with upper length 1.1 cm. Verso blank.

Place of discovery unknown.

The fragment forms a strip of the upper part of the protocol with two lines and is in good condition.

[ ]  ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ  ] 1  
2

1. In the name of God, the
2. Compassionate.

## 28

Inv. n° 19.

Formulary: II A 2-6, B 1, 2, fragment II b.

Light-brown, strong papyrus. 5.4×12.2 cm. The text of the protocol is written in blackish brown ink, the Alif is 1.6 cm high, Greek letters of medium size are 0.7 cm high, with lower length 1.5 cm. Verso blank.

Place of discovery unknown.

The fragment, 3 lines, belongs to the middle of the protocol and is well preserved.



[	[	ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ	]	1
[	[	ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ	]	2
[	الرحمن الرحيم	بسم الله	]	3
[	[	ΟΥΚ ΕΣΤΙ Θ(ΕΟ)C ΕΙ Μ]Η Θ[ΕΟ]C ΜΟΝΟC	]	4
[	[	ΜΑΑΜΕΤ ΑΠΟCΤΟΛΟC ΘΕΟΥ	]	5

1. In the name of God, the
2. [Compassio]nate and Merc[ful].
3. [In the na]me of God, [the Compassionate, the Merciful].
4. [There is no god bu]t G[o]d alone,
5. [Maamet is the Apostle of God].

## 29

Inv. n° 55.

Formulary: II A 1-6, B 1, 2, C 2a,  
fragment II b.

Light-brown, fine papyrus. 9.2 × 18.8 cm. The text of the protocol is written in blackish-brown ink, the Alif being 1.3 cm high, Greek letters of medium size 1 cm, those with upper length 1.1 cm. Verso blank.

Place of discovery unknown.

The fragment belongs to the left half of the protocol and is in good condition.

⊖	[	[ΕΝ ΟΝΟΜΑΤΙ ΤΟΥ ΘΕΟΥ ΤΟΥ]	[	1	
		ΕΛΕΗΜΟΝΟΣ (ΚΑΙ) ΦΙΛΑΝΘΡΩΠΟΥ]	]	2	
	[	الرحمن الرحيم	بسم الله	]	3
⊖	[	[ΟΥΚ ΕCΤΙΝ ΘΕΟC ΕΙ ΜΗ Ο ΘΕΟC ΜΟΝΟC]	[	4	
		[ΜΑΑΜΕΤ ΑΠΟCΤΟΛΟC ΤΟΥ ΘΕΟΥ]	]	5	

1. [In the name of God, the]
2. Compassio[nate and Merciful].
3. [In the name of God,] the Compassionate, the Merciful.
4. There is no [god but God alone,]
5. [Maamet is the Apostle of God.]

1. Only traces of the lower parts of the first five letters survive. The perpendicular writing is much damaged.—2. The upper parts of  $\mu\sigma$  are lost.—4. Of  $\epsilon\sigma\tau\iota\nu$  the upper half of the letters remains.



## 30

Inv. n° 52.

Formulary : I 11, 12, fragment I a,  
or II A 2 abc, 3 ab, 4, 5, C 1.

Light-brown, thick, cardboard-like papyrus. 11×12 cm. The text of the protocol is written in brown ink, the Alif is 1.7 cm high. Verso blank.

Place of discovery unknown.

The fragment belongs to the right side of the protocol and is thus far in good condition.

] ... .. 1  
 لا اله الا الله وحده 2  
 ]|||||€ 3

1. ....

2. There is no god but [God alone.....

3. ....

---

1. Only traces of 5 Greek letters are visible.



**C**

**Dated Arabic Texts**







## a

**Period of Abu 'l-Walīd Hišām b. 'Abd al-Malik,**

Caliph : 26th Ša'bān, 105 A.H. to 6th Rabi' II, 125 A.H. (28th January, 724 A.D., to 6th February, 743 A.D.) and

**al-Qâsim b. 'Ubaidallâh b. al-Habhâb**

Director of finance : 116 A.H. to 13th Ša'bān, 124 A.H. (734 A.D. to 22nd June 742 A.D. Cf. *CPR* III, I, 2, p. 94, 98 ff.).

## 31

Inv. n° 70. 116–119 A.H. (734–737 A.D.) Formulary : III A 7

Yellow-brown, strong papyrus. 21.4 × 22.5 cm. The text of the protocol, entirely written in brown ink, fills up with the lines 1–4, the first sheet of the roll, of which a piece, 11.8 cm high, is preserved, and occupies with the two last lines, running across the horizontal fibres, the upper part of the second *selis*, of which a fragment, 11.5 cm high (on recto 9.2 cm, the *collema* being 2.3 cm wide), remains. The writing is very clear, the Alif being 3.5 cm high. On the back there are 9 lines of a private letter in Arabic across the horizontal fibres of the protocol, followed by a list of Coptic tributaries in two columns of 26 lines across the vertical fibres of the second sheet of the roll. Both texts are written in black ink and point to the II<sup>nd</sup> century of the Hiġra (VIII<sup>th</sup> century A.D.) The papyrus has been folded parallel to the lines of the protocol.

Place of discovery Saqqâra, Monastery of St. Jeremy.

Left half of the protocol, the first line lost, in good condition. Published in *CPR* III, I, 2, n° 111, p. 98 ff. with facsimile (Pl. 15a).

- |   |   |
|---|---|
| 1 | [بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ]                             |
| 2 | [قُلْ هُوَ اللَّهُ أَحَدٌ] اللَّهُ الصَّمَدُ                        |
| 3 | [مُحَمَّدٌ رَسُولُ اللَّهِ] أَرْسَلَهُ بِالْهُدَىٰ وَدِينِ الْحَقِّ |
| 4 | [عَبْدَ اللَّهِ هِشَامُ أَمِيرٍ] الْمُؤْمِنِينَ أَصْلَحَهُ اللَّهُ  |
| 5 | [هَذَا مَا أَمْرُهُ] الْقَاسِمُ بْنُ [عَبِي] عَبْدِ اللَّهِ         |
| 6 | [فِي سَنَةِ ؟] عَشْرَةَ وَ [مِائَةِ]                                |

5. The end-Mîm, the Bâ of بن and the group عبي are destroyed.



1. [In the name of God, the Compassionate, the Merciful.]
  2. [Say, He is one God,] God the Eternal.
  3. [Muḥammad is the Messenger of God], He has sent him with guidance and true religion.
  4. [The servant of God Hišâm, Commander] of the Faithful, may God make him vigorous.
  5. [This belongs to that, which has been decreed by] al-Qâs[im ib]n [ʿUbai]dallâh
  6. [In the year] one hundred and [x]teen.
3. Attention is called here to two interesting formations of very rare occurrence. In بالهدى we find a backward sloping Yâ described beneath the word, and in الحق the endform of Qâf with a sharp bend (cf. *CPR* III, I, 2, p. XXIV).

## 32

Inv. n° 30.

120 A.H. (737/38 A.D.).

Light-brown, strong papyrus. 18.8×13.8 cm. On the margin, written lengthwise in brown ink, the last line of an Arabic protocol, the letters being 1.2 cm high, across the horizontal-fibres of the second sheet of the roll, close by a column of 11 lines in Greek minuscule characters of the VIIIth century containing a list of payments, delivered by Copts, written in black ink parallel to the horizontal fibres. Verso blank.

Place of discovery unknown.

The line of the protocol is much damaged; of the Greek text only the first and last lines are obliterated.

سنة (١٢٠) عشرية [ومائة] year [one hundred and twen]ty.

\* \*

## b

Period of Abu 'l-Faḍl Ġa'far b. Aḥmad al-Mu'taḍid  
al-Muqtadir billâh,

Caliph: 12th Du'l-Qa'da, 295 A.H. to 27th Šawwâl, 320 A.H. (13th August, 908 A.D. to 31st October, 932 A.D.) and

Abû Mûsâ 'Isâ b. Muḥammad an-Nûšarî

Governor: 5th Raġab, 293 A.H. to 25th Ša'bân, 297 A.H. (2nd April, 906 A.D. to 9th May, 910 A.D.).

The clerk wrote only سنة; of عشرية nothing but the bottoms of Râ and Nûn are visible.



## 33

Inv. n° 71.

295 A.H.(908 A.D.).

Formulary: III A 6.

Light-brown in several parts darker coloured, strong papyrus. 40×29.5 cm. The text of the protocol, written in dark brown ink, fills up the first sheet of the roll, 29.3 cm high, and is continued with the last two lines upon the second, of which a piece, 12.8 cm high, is still preserved. The Alif is 7.2 cm high. Below the 5th line remnants of two parallel lines in red ink are visible, perhaps also below line 6. On the back there are two lines of protocol-text across the horizontal fibres of the first sheet.

Place of discovery unknown.

The wormeaten fragment is from the left side of the protocol.

Reproduced by B. MORITZ in *Enzyklopaedie des Islām* I, Pl. 6, published in *CPR* III, I, 2, n° 184, p. 179 ff.

Recto:

بسم الله	الرحم	ن	الرحيم	1
لا	اله	الا	الله	2
عبد الله	أبو الفضل	جعفر	الامام	3
ما	أمر به	الأم	ير	4
على يدي	.....	له	ال.....	5
				6
في سنة	خمس وتسعين	ن	ومئتين	7

1. In the name of God, the Compassionate, the Merciful.

2. [There is no god] but God alone, He has no associ[ate].



3. [The servant of God Abu'l-Faḍl Ġa]ʿfar, the Imâm, al-Muqtadir billâh, [may God prolong his life].
4. [Of what was decreed by the Am]îr ʿIs[â b. Muḥammad]
5. [under the direction of ...] ..... Manufacture of al-Ḥusain [b. ....].
6. (Only parallel lines).
7. [In the year two]hundred and ninety[five].

Verso :

الحمد لله	1
بن هدمي	2

1. Praise be to God
2. (i)bn .....

5. The group following بن, which I proposed to read المذرق, looks more like الملك, but it must be noticed that this name usually occurs without the article. It seems very likely, that the ه preceding بن belongs to الله and the name may be supplied either عبد الله or عبيد الله. — 6. For the reading of the date cf. the remarks in the first edition of this protocol *CPR* III, I, 2, p. 180.











## 34

Inv. n° 2. VIIIth Century A.D. Formulary: III A 22.

Brown, strong papyrus. 26 × 16.6 cm. In the middle of the leaf a narrow strip of papyrus, 4.6 cm wide, seems to have been pasted on, parallel to the small margin, the (vertical) fibres of which run now across the (horizontal) fibres of the leaf. This strip bears remnants of 3 lines of an Arabic protocol-text, written in blackish brown ink parallel to the fibres; the fourth line of the protocol text is written in reddish brown ink below this strip across the horizontal-fibres of the leaf, the lower part of which, 8 cm wide, is blank. Letters of medium size are 1 cm high, those with lower length 2.1 cm. Above the text of the protocol 4 lines of a Coptic document, dated 11th of Choiak of the sixth indiction, are written in black ink in a reverse direction to the lines of the protocol across the horizontal fibres of the leaf.

As the arrangement of the protocol in the middle of a leaf is quite unusual, it might be supposed that the protocol strip was pasted on later, or that a piece of papyrus was attached to the upper margin of the protocol, which, with a small piece of the second sheet, was remaining from a roll, and was intended now to form the material for a Coptic document. But even in this case it appears very strange that the clerk did not attach the new piece of papyrus below the protocol. It is a pity that a further and more exact investigation of the papyrus is not possible, the reverse side being now pasted on paper. The leaf was folded parallel to the lines of the protocol.

Place of discovery unknown.

The protocol is in a very bad state of preservation only the last line of it being legible. The Coptic text is mutilated in the middle.

ك ..... 1  
 ٢ من ديمولس ملن 2

1. ....
2. from Dîmûs of



The name, which may be read ديموس ( $\Delta\eta\mu\omega\varsigma$ ,  $\Delta\eta\mu\tilde{\omega}\varsigma$ ,  $T\eta\mu\tilde{\omega}\varsigma$ ,  $T\epsilon\mu\omega\tilde{\upsilon}\varsigma$ ) or ديقوس ( $T\eta\omega\tilde{\varsigma}$ ), occurs in two protocols, published in *CPR* III, I, 2, n° 65 (p. 59) and n° 361 (p. 282). For the completion مـ]ن cf. the Berlin protocol P. 12818, a facsimile of which is given *ibid.* p. 282.

The writing of the protocol points to the VIIIth century A.D.; the date of the Coptic document would therefore be one of the following years, 737/38, 752/53, 767/68, 782/83 or 797/98 A.D.

## 35

Inv. n° 1. End of the IIInd Century A.H. Formulary : III B 3.

Light-brown, strong papyrus.  $8.1 \times 15.5$  cm. The text of the protocol is written in blackish-brown ink, the Alif is 2.6 cm high.

Place of discovery unknown.

Fragment of the left side of the protocol, in good condition. The original margin remains on the left side.

1 [ لا اله الا الله وحده لا شريك له  
2 [ محمد رسول الله أرسله بالهدى ودين الحق  
3 [ ليظهره على الدين كله ولو كره المشركون

1. [There is no god but God alone], He has no [as]sociate.
2. [Muhammad is the Messenger of God, He has sent him with guidance and true religion,
3. [to help it to victory over all religions, even against resistance of those, who would set up] partners to God.

2. و is almost completely destroyed, but traces are visible. Of Dâl of بالهدى only the upper part survives.



## 36

Inv. n° 9. IIIrd Century A.H. Formulary : III A 1, 4, B 6,  
13, 20, 25, 27, 29, 33, 34, 52, 55, 69.

Yellow-brown, fine papyrus. 10.5 × 16 cm. The text of the protocol written in blackish-brown ink, filled the first sheet of the roll and is continued with the fourth line preserved upon the second *collema* of the roll, of which a strip, 4.3 cm wide, remains. On the reverse of the protocol three lines, now mutilated, of an Arabic document are written in black ink across the horizontal fibres.

Place of discovery unknown.

The protocol is, as far as it is preserved, in good condition.

.....	1
محمد رسول الله	2
ليظهره على الدين كله ولو كره المشركون	3
.....	4

1. ....

2. Muḥammad is the Messenger of God[.....

3. [to] help it to victory o[ver all religions, even against resistance of those, who would set up partners to God]

4. ....

Besides the protocols published here the collection of the Egyptian Library contains some unimportant fragments numbered Inv. n° 8, 10-17, 20, 23-28.



4. Above the remnants of the horizontal line traces of 3 letters are visible but not enough for any certain reading.







**II**

**LEGAL TEXTS**







A

Manumission







## 37

(Pl. II)

## Act of Emancipation.

Ta'rîh n° 1900. End of Ramadân, 393 A.H. (3rd August, 1003 A.D.).

White vellum  $39 \times 14.5$  cm. On recto an act of emancipation in 20 lines written in reddish-brown ink by four hands, the text of the document, ll. 3-14, by the hand of a highly skilled writer, recalling in several characteristics the *Magribî*-script, especially by the curved form of the Alif, the Tâ being inclined more or less to the right side, the characteristic forms of Dâl, Gîm etc., cf. *CPR* III, I, 2, p. 69. Diacritical points occur very frequently. The signatures of the four witnesses ll. 1-2, 15-20 are by four different hands (B-E). Verso blank. The parchment has been folded parallel to the lines from bottom to top. The width of the successive folds is  $1 + 2.8 + 2 + 2.3 + 3 + 3 + 3.5 + 3.6 + 2.7 + 3.5 + 4 + 5 + 0.5$  cm.

Place of discovery unknown.

Complete, very well preserved.

- |   |   |
|---|---|
| ١ | هذا الكتاب صحيح وكتب ابراهيم بن علي               |
| ٢ | وكتب بخطه   |
| ٣ | ٥ بسم الله الرحمن الرحيم توكلت على الله           |
| ٤ | يقول اسطورهيوه ابنت سرجه بن ابليله في صحة عقلها و |
| ٥ | بدنها وجواز أمرها طايعة غير مكره ولا مجبرة طيبة   |
| ٦ | بذلك نفسها صحيحة البدن كاملة العقل انها اعتقت     |
| ٧ | صفراء بالعربية واسمها بالقبطية دجاشه ابنت         |
| ٨ | ارينه جارية اسطورهيوه اعتقت هذه الصبية            |

1. Ms. الكتاب. — 3. Ms. بسم. — 4. The words اسطورهيوه, يقول, ابنت, سرجه are pointed in the original. — 5. بدنها, وجواز, طايعة, مجبرة, طيبة are provided with dots in the Ms. — 6. Ms. اعتقت, انها, العقل, البدن, صحيحة, نفسها, بذلك. — 7. Ms. صفراء, بالعربية, واسمها, بالقبطية, دجاشه, ابنت. — 8. Words pointed in the original are اارينه, جارية, اسطورهيوه, اعتقت. — بالعربية.



- ٩ عتاقة العبيد من مواليتهم وملكت نفسها فمنا ادعا  
 ١٠ ولد لاسطورهيوه أو أحد من تركتها على هذه الصبية  
 ١١ دجاشه بشيء بعد هذا الكتاب بشيء من الخدمة أو شيء  
 ١٢ من الملكة فدعواه باطل وزور وإفك وعدوان  
 ١٣ وكتب ذلك في سلخ رمضان سنة ثلاث وتسعين وثلاثمائة  
 ١٤ شهد الله وملائكته وكفا بالله شهيد [أ]  
 ١٥ شهد الحسن بن ابراهيم بن علي بن جبريل بن الحسن بن رزق  
 ١٦ بجميع ما في هذا الكتاب وكتب بخطه  
 ١٧ شهد عبد الرحمن بن الشارك بجميع ما في هذا الكتاب [ب]  
 ١٨ وكتب بخطه  
 ١٩ شهد فضالة بن علي بجميع ما في هذا الكتاب وكتب  
 ٢٠ بخطه

3. In the name of God, the Compassionate, the Merciful. I trust in God.

4. Isturheu, daughter of Serge ibn Ablîde, declares — she being in sound mind and

5. body and capable of transacting her business, voluntarily, without compulsion and not against her will, of her own

6. good pleasure, healthy in body, fully in possession of her reason, — that she has emancipated

7. Şafra, as her name is in Arabic, and in Coptic Dağâša, daughter of

8. Aryana, the female slave of Isturheu. She has emancipated this slave-girl

9. in the manner in which slaves are emancipated by their masters, so she becomes her own mistress. But if

10. a son of Isturheu or one of her relicts should make any claim with regard to this slave-girl

9. Ms. عتافه , مواليتهم , وملكت , فمنا (erroneously instead of فمنا) — 10. Ms. لاسطورهيوه , وزور , باطل , فدعواه , من — 11. Ms. دجاشه , بشيء , الكتاب , بعد , بشيء , الصبية , تركتها , من — 12. Ms. دجاشه , بشيء , الكتاب , بعد , بشيء , الصبية , تركتها , من — 13. Ms. سلخ , رمضان , سنة , ثلاث , وتسعين , وثلاثمائة — 14. Only بالله is dotted here. — 15. Ms. رزق , جبريل , ابراهيم — 16. Only كتبت and جميع are pointed thus in the original.



11. Dağâša after (the completion of) this act, be it any service or any  
 12. proprietary rights (over her), then his claim is vain and false,  
 a fiction and an unjust proceeding.

13. And this has been written at the end of Ramaḍân of the year  
 three hundred and ninety three.

14. God and His angels know it and God suffices as witness.

15. Al-Ḥasan b. Ibrâhîm b. 'Alî b. Ġibrîl b. al-Ḥasan b. Rizq is witness

16. to all that (is contained) in this act, and he has written (it) in his  
 (own) handwriting.

17. 'Abd ar-Raḥmân b. aš-Šârik is witness to all that (is contained)  
 in this ac[t],

18. and he has written (it) in his (own) handwriting.

19. Faḍâla b. 'Alî is witness to all that (is contained) in this act, and  
 he has written (it)

20. in his (own) handwriting.

Above the *Basmala* :

1. This document is valid and Ibrâhîm b. 'Alî has written it,

2. and he has written (it) in his (own) handwriting.

A draft of an act of emancipation is shown in PERF n° 842, but this  
 latter, as also P. Berol. 13002 represents a different formulary from the  
 present one.

1. The formula هذا الكتاب صحيح contains the endorsment of the act by  
 the judge or notary and corresponds to the formulae ... صحيح هي ,  
 صحيح or only صحيح in Arabic documents of Sicily (cf. S. CUSA, I *diplomi  
 greci ed arabi di Sicilia*, I [Palermo, 1868], p. 61, 101, 111), صحيح ذلك عندى  
 in P. Berol. 8052<sub>2</sub>, صحيح ذلك قبل P. Berol. 8179<sub>1</sub>. Similar formulae are to be  
 found in n° 64 and 67. For this matter see C. H. BECKER, *P. Heid III*,  
 p. 11 and ANGEL GONZÁLEZ PALENCIA, *Los Mozárabes de Toledo en los  
 siglos XII y XIII* vol. preliminar, Madrid, 1930, p. 46, 47. Cf. also the  
 formula صحيح ذلك "ceci est authentique" in G. DE SLANE, *Les Prolégomènes  
 d'Ibn Khaldoun*, I (Paris, 1863), p. XLVI note 1.

The witness who signs in this line is with all probability the father  
 of al-Ḥasan in line 15.

3. The sign on the right hand by the *Basmala* is a paragraph sign of  
 the same form as that which I have illustrated from PER Inv. Ar. Pap.



2150 in *CPR* III, I, 1, p. 61, 73. In this place it is probably intended to separate the *invocatio* of the act, already indicated by the indenting of the line, from the actual text of the document. The formula *توكلت على الله* is often joined to the *Basmala* (PERF n° 884) or set above it (PERF n° 905; P. Berol. 8170=*BAU* n° 16); cf. also n° 68<sub>1</sub>.

4. The name *اسطور هيوه* has arisen by composition from *εἰσιτοπος* or *σταυπος* (cf. n° 66<sub>2</sub>) and *zuγ*; similar compounds are *ανασταzuγ* or *γipazuγ* (cf. G. HEUSER, *Die Personennamen der Kopten*, I, *Studien zur Epigraphik und Papyruskunde*, I, hg. v. F. BILABEL, Schrift 2, Leipzig, 1929, p. 95) *سرجه* is short for *Σέργιος*, Coptic *cepi* (*CPR* II, n° 116<sub>20</sub>). *ابليده* corresponds perhaps to *Ἰπόλυτος*, *Ἰππόλυτος*, *Ἰππόλυτος* (cf. F. PREISIGKE, *Namenbuch* [Heidelberg, 1922], col. 151). The same name but without diacritical points, *بن ابليده* [...], occurs in P. Berol. 9165<sub>8</sub>.

7. It is significant that the emancipated girl bears two names, one Arabic and the other Coptic. For the former cf. E. GRATZL, *Die altarabischen Frauennamen* (Leipzig, 1906), p. 74 *الصفراء* and *صفرة*, and for the spelling *صفراه* instead of *صفراء* cf. the remarks n° 61<sub>3</sub> (p. 197). One is tempted to connect her Coptic name with the Arabic proper name *دجاجة* (E. GRATZL, *op. cit.*, p. 69).

8. The name *ارينه* is either *Ἀριᾶνις* or *Ἀριανός* (*Ἀρριανός*) in F. PREISIGKE, *Namenbuch*, col. 47.

9. For the representation of *ق* by *ف* in *عتافة* cf. *CPR* III I, 1 p. 71.

11. The arrangement of the three diacritical points in *دجاشه*, is treated in *CPR* III, I, 1, p. 71; cf. also n° 42<sub>10</sub>.

13. In *تلات* *Tâ* is represented by *Tâ* according to the pronunciation in the vulgar dialect of this period as in our days; cf. n° 63<sub>4</sub>, 66<sub>25</sub>, 67<sub>9</sub>, 70<sub>5</sub>, 71<sub>6</sub>; *P. Monneret Arab.* III 3<sub>2</sub>, 4<sub>4</sub>, 6, IV 11, 13, 19 (*Isl.* IV [1931], p. 267 ff.); PER Inv. Ar. Pap. 11051<sub>5</sub> (*تلاته*); P. Berol. 9171<sub>3,5</sub> (*تلاته , ورز* [4]).

The last of Ramadân of 393 A. H. corresponds to the 3rd of August, 1003 A.D.

14. The formula is a paraphrase of Qur'ân III 18 (16), IV 79 (81), 163 (164), XLVIII 28. It effects the transition to the signatures of the witnesses, as is the case in P. Berol. 8175<sub>9</sub>, 9165<sub>19</sub>. This usage appears to be antiquated, at last in respect to the second part of the wording. Cf. the remarks on n° 72<sub>16</sub> (p. 272).



## **B**

### **Marriage Contracts**







## 38

(Pl. III)

Inv. n° 159. Rabî' I, 259 A.H. (5th January to 4th February, 873 A.D.).

Brown, fine papyrus. 28.2×23.8 cm. On recto an account of corn delivered, written in 20 lines across the horizontal fibres, on verso a marriage contract, written in 19 lines, parallel to the vertical fibres, both texts in black ink. Diacritical points are lacking, but Sîn is provided with a slanting dash in ll. 3, 4, 7-10, 12, 16 (cf. n° 40, 59, 61, 64, 65, *CPR* III, I, 1, p. 72 and note 4).

Place of discovery unknown.

In fairly good condition.

- ١ بسم الله [لرحمن الرحيم]  
 ٢ [هـ] إذا ما أصدق [إسماعيل مولى أحمد] بن مروان القر [شـ]ى  
 بمدينة أشمون عايشة  
 ٣ [إبـ] بنت يوسف السا [كنة . . . . .] عند ما خطبها [أ] الى نفسها وهـ [أ]  
 امرأة أيم بالغ بعد أن فو [ضت]  
 ٤ [أمـ] رها الى جدها [يعقوب] بن اسحق ال [و . . . . .] أشهدت له شهود  
 ٥ [بتـ] وكيكها إياه فقبل وكـ [التـ] وانفذ [نكاحها وأصـ] يدقها إسماعيل مولى  
 ٦ [أ] حمد بن مروان القرشى أربعة دنائير مثاقيل طرا جياذ وازنة يعجل لها  
 ٧ [أ] سمعيل دينرين مثقالين نقدا حالا معجلا ويبقى لعا [يشـ]ة إبنت يوسف

4. After the lacuna in the second half of the line the following letters are to be made out : Alif, Sîn written as Sîn, provided with a slanting dash placed over it as in n° 40<sub>4,11</sub> (cf. *CPR* III, I, 1, p. 71 and note 2), the initial stroke leading to the Hâ, perhaps also a part of Dâl and Tâ. The reconstruction is assured by n° 40<sub>4</sub>, 41<sub>11</sub>. شهود is an oversight for شهودا (cf. n° 40<sub>3</sub>). — 5. This line as also the following is much obliterated by the decaying of the fibres. Of the fourth word only Wâw remains as also final Alif; of the following انه, the last letter is uncertain. According to the context, what follows is best supplied in conformity with l. 15ff.



- ٨ على زوجها إسماعيل مولى أحمد بن مروان دينرين مؤخرين الى  
خـ[مسة] سنين
- ٩ أولهم شهر ربيع ال[أول] سنة تسع وخمسين وماتين وشرط اسمعيل مولى
- ١٠ أحمد بن مروان لامرأته عايشة تقوى الله العظيم بحسن الصحبة والمعاشرة
- ١١ كما أمر الله عز وجل وسنة محمد صلى الله عليه وسلم على
- ١٢ الإمساك بالمعروف أو التسريح بالاحسان وشرط اسمعيل
- ١٣ مولى أحمد أن كل امرأة يتزوجها على إمرأته عايشة ابنت يوسف
- ١٤ [تقـ]ام تلك المرأة بيد عايشة تطلق كيف [شـ]ات من الطلاق
- ١٥ وولى عقدة هذا النكاح يعقوب بن اسحق فقبل الوكالة وأنفذ
- ١٦ النكاح ورضى اسمعيل بالمهر المعجل والمؤخر والشروط المسماة
- ١٧ فى هذا الكتاب وألزم ذلك نفسه فى صحة عقله وبدنه وجواز
- ١٨ أمره لا علة به من مرض ولا عرة فى شهر ربيع الأول سنة تسع
- ١٩ وخمسين وماتين وشـ[د على] ذلك

1. In the name of God, the Compassionate, the Merciful.

2. [Th]is is what Is[ma'îl, freedman of Aḥmad] b. Marwân, the Qor[aiš]ite, in the town of Ašmûn, has stipulated as a nuptial gift to 'Â'îša,

3. [dau]ghter of Yûsuf, re[siding in the town of...after that he had asked her personally for her] hand in marriage, sh[e being an] unmarried adult woman, (and) after that she had transferred

4. her [aff]air to her paternal grandfather [Ya'qûb] b. Ishâq, the [..... and] she had called witnesses for him

5. [with respect to her having en]trusted him to act for her. He has, therefore, consented to represent her and has declared [her marriage] to be valable. And Isma'îl, freedman of

6. [A]ḥmad b. Marwân, the Qoraišite, has [stipu]lated as the nuptial gift to her four dînârs *mitqâlî*, newly minted, good pieces, full weight, of which [I]sma'îl is paying to her



7. immediately two dînârs *mitqâlî* as an immediate payment cash down, and there remain for 'Â'îsa, daughter of Yûsuf,

8. two dînârs to be paid to her by her husband Isma'îl, freedman of Aḥmad b. Marwân, ere the termination of fi[ve] years,

9. reckoning from the month of Rabî'[I] of the year two hundred and fifty seven. Isma'îl, freedman

10. of Aḥmad b. Marwân, undertakes in respect to his wife 'Â'îsa to fear God, the most high, by making his relationship to and life with her pleasing,

11. according to the ordinance of God—He is mighty and sublime—and to the rule of Muḥammad—may the blessing of God be upon him and may He preserve him, that

12. she shall be kept in amenity or dismissed in kindness. Isma'îl,

13. freedman of Aḥmad, undertakes, that any woman besides his wife 'Â'îsa, daughter of Yûsuf, whom he may marry,

14. [shall] be under the hand of 'Â'îsa, (so that) she may dismiss her in whatever way she will.

15. Ya'qûb b. Ishâq has been entrusted with the carrying out of this contract of marriage and has consented to represent (the bride) and has declared

16. the marriage to be valable, and Isma'îl has agreed to the nuptial gift (both in respect to the part) immediately payable and (to the part) due at a later date and to the conditions named

17. in this contract, and he binds himself by it, he being in a state of sound mind and body and capable of transacting

18. his business, suffering from no bodily disease and no physical defect, in the month of Rabî' I of the year two hundred

19. and fifty nine. (The following witnesses) have testified to it.

2. The most likely reading of the *nisba* القُرَيْشِيّ — the *se* of which is destroyed—is القُرَيْشِيّ (cf. AS-SAM'ÂNÎ, *Kitâb al-Ansâb* ed. D. S. MARGOLIOUTH, *GMS* XX, London, 1912, fol. 446<sup>v</sup>; AD-DAHABÎ, *Muštabih*, ed. P. DE JONG, Leiden, 1881, p. 404; AS-SUYÛTÎ, *Lubb al-Lubâb*, ed. P. J. VETH, Leiden, 1840, p. 205). Members of the tribe of Quraiš had settled in Upper-Egypt first of all in al-Ušmûnain according to AL-MAQRÎZÎ (cf. F. WÜSTENFELD, *el-Macrizi's Abhandlung über die in Aegypten eingewanderten*



*arabischen Stämme*, *Göttinger Studien*, Abtlg. II, p. 464, 466 ff.). It is, therefore, hardly an accident, that we find this *nomen gentilicium* just in connection with a man residing in the town of Ašmûn for which cf. A. GROHMANN, *Probleme der arabischen Papyrusforschung* in *Archiv Orientalní* III (1931), p. 385 ff. We may add that Qoraišites are not only to be found mentioned in the papyri (cf. n° 48<sub>27</sub>, 51<sub>7, 24</sub>; PERF n° 646 passim, PER Inv. Ar. Pap. 637<sub>3f</sub>, 8643<sub>4</sub>; P. Berol. 9018<sub>7</sub>, new Inv. n° 99<sub>6</sub>) but also on tombstones (cf. the collection by N. RHODOKANAKIS in *Islam* II [1911], p. 325 ff.). The reading *الفرسي* (AD-DAHABÎ, *op. cit.*, p. 404; AS-SUYÛTÎ, *Lubb*, p. 195 and Supplementum p. 179) or *الفرشي* "carpet-dealer" (ibid. and AS-SAM'ÂNÎ, *op. cit.*, fol. 423<sup>v</sup>) seems to me less probable though possible.

3. The restoration proposed here is suggested by PERF n° 913<sub>5</sub>:

عائشة ابنت (4) سعيد الساكنة مدينة اشمون (5) عند ما خطبها الى (6) نفسها وهي يومئذ الخ

The same formula *عند ما خطبها الى نفسها* occurs also in n° 40<sub>3</sub>, 41<sub>3</sub>, 44<sub>2</sub>.

It is not without interest and it has its origin in oriental marriage customs (cf. E. W. LANE, *An account of the manners and customs of the modern Egyptians*, I, London, 1836, p. 197 ff.), that a proposal of marriage which is made personally by the man to the woman is expressly mentioned in the marriage contract. As a rule this occurred only in the case of adult females who, however, were represented by a sponsor (*walî*), as required by law, and as is shown by documents (cf. n° 40<sub>3</sub> and P. Berol. 12789<sub>2</sub>, 15022<sub>3</sub>). Only in PERF n° 913<sub>5</sub>—a draft of a marriage contract—the adult woman has no *walî*, and in n° 41 the proposal is addressed to a virgin. In the present instance the bride's paternal grandfather is entrusted with the execution of the necessary legal formalities by the formula *بعد ان فو[ضت امر]ها الخ* which also occurs in n° 41<sub>3</sub>, he being by law appointed to this office along with the bride's father, who is the sponsor of the bride in n° 39<sub>3</sub>, 41<sub>3, 20</sub>, P. Cair. B.É. Ta'rîh n° 1735/3 l. 4 and PSR 186<sub>9f.</sub>, or the bride's brother who is *walî* in P. Cair. B.É. Ta'rîh n° 1735/4 l. 4, 1735/5 l. 5 (cf. E. FAGNAN, *Sidi Khalil, Mariage et Répudiation*, Alger, 1909, p. 12; D. SANTILLANA, *Istituzioni di diritto musulmano Malichita con riguardo anche al sistema sciafiita*, I, Roma, 1926, p. 157–60; J. WELLHAUSEN, *Die Ehe bei den Arabern*, in *Nachrichten von der Kgl. Gesellsch. d. Wissenschaften zu Göttingen*, n° 11 [1893], p. 431 ff.; TH. W. JUYNBOLL, *Handbuch*



*des islāmischen Gesetzes* [Leiden, 1908], p. 209 ff.; E. SACHAU, *Muhammedanisches Recht nach schafii'tischer Lehre* [Stuttgart, 1897], p. 6 ff., 9). The Malekite school goes so far as to declare a marriage null (*fâsid*) which is contracted without a *walî*; cf. D. SANTILLANA, *op. cit.*, I, p. 178.

6. For أربعة دنانير مثاقيل طرا جیاد وازنة cf. n° 49<sub>4</sub>, P. Cair. B.É. n° 106<sub>3</sub>, 161 C<sub>21</sub>, 189<sub>2</sub> and P. Berol. 12789<sub>3</sub> (أربعة دنانير عینا ذهباً مثاقيل طرا), 11278<sub>18</sub> f. (اثنا عشر دینرا 208<sub>2.3</sub>; (مائة وثلاثين دینرا عینا ذهباً جیادا مثاقيل... عشرين دینرا طری) (مائة دینر واثنتين وتسعين PER Inv. Ar. Pap. 1060<sub>9</sub>; ونصف مثاقيل طرية داودية) (مائة دینر مثاقيل طری). The word طری in this sense seems to be new.

Stipulations concerning the amount and terms of rendering the nuptial gift (*ṣadâq, mahr*) differ considerably in various documents. While the Malekite school sets a minimum of 3 dirhams ( $\frac{1}{4}$  of a *dînâr*), the Šâfi'ite of ten dirhams, and it is requested that the half be paid down (cf. D. SANTILLANA, *op. cit.*, I, p. 170, 173 ff.), the documents show that the actual practice diverges considerably (cf. TH. W. JUYNBOLL, *Handbuch*, p. 216). The smallest nuptial gift that has so far been encountered is in P. Berol. 8217 and amounts to one *dînâr*, while the largest is found in P. Cair. B.É. Ta'rîh 1735/3, 1735/4 and consists of eighty *dînârs*. In the majority of cases a half is paid on the spot, as is the case here and in n° 40, 44, P. Berol. 12789, 8217.

Besides this the following further conditions are found:

Signature	Total sum	First instalment	Balance
P. Cair. B.É. n° 157 <sup>r</sup> + 142 <sup>r</sup> + 143 <sup>r</sup> (n° 44) ... ..	2	1	1
„ 145 (n° 45) ... ..	4	1	3
„ 140 + 86 (n° 40) ... ..	4	2	2
P. Berol. 15052 ... ..	5	2	3
„ 15055 ... ..	15	5	10
P. Cair. B.É. Ta'rîh n° 1735/5 ... ..	20	5	15
„ „ 1735/3 ... ..	80	20	60
„ „ 1735/4 ... ..	80	10	70

Respecting the payment of the balance of the *ṣadâq* the following terms are met with:



In P. Berol. 12789 the balance of 2 dînârs payable in 10 instalments of  $\frac{1}{5}$  dînâr.

In P. Cair. B.É. n° 159 (n° 38) the balance of 2 dînârs payable in 5 instalments of  $\frac{2}{5}$  dînâr.

In P. Cair. B.É. n° 140+86 (n° 40) the balance of 2 dînârs payable in 5 instalments of  $\frac{2}{5}$  dînâr.

In P. Berol. 15055 the balance of 10 dînârs payable in 10 instalments of 1 dînâr.

In P. Cair. B.É. Ta'rîh n° 1735/3 the balance of 60 dînârs payable in 10 instalments of 6 dînârs.

In P. Cair. B.É. Ta'rîh n° 1735/4 the balance of 70 dînârs payable in 10 instalments of 7 dînârs.

In P. Cair. B.É. Ta'rîh n° 1735/5 the balance of 15 dînârs is payable in eight instalments, that is to say, seven yearly instalments of 2 dînârs and a final instalment in the eighth year of one dînâr. An exceptional instance is found in n° 45<sub>8-10</sub>, where the balance of three dînârs is payable within five successive nights from the date of the document. A receipt is given for the *ṣadâq* as also for the various instalments (cf. n° 49 ff.). Likewise a written I. O. U. (ذكر حق) is given to the wife respecting the payment of the balance as in n° 48. The Aramaic fragment found in Elephantine and published by E. SACHAU (*Ein altarmäischer Papyrus aus der Zeit des ägyptischen Königs Amyrtaeus, Florilegium Melchior de Vogüé*, Paris, 1909, p. 529 ff.) may be regarded as a written obligation of a similar kind, in which the husband binds himself to pay the remainder of the sum named in the marriage-contract by the end of the month following the conclusion of this contract. This sum no doubt represents the δωρεά (*donatio ante nuptias*) as also SACHAU supposed.

**10-11.** Cf. Qur'ân IV 19 (23) and TAQÎ AD-DÎN 'ABD AL-MALIK B. ABI'L-MUNÂ, *Kitâb nuzhat an-nâzirîn* (Cairo, 1308), p. 140, 142. A similar formula occurs in n° 41<sub>12f</sub>.

**12-14.** With this clause the right is given to the wife by the husband, to dismiss at his expense a wife whom he may subsequently have married (cf. n° 41<sub>8</sub>). Even a clause stipulating that the husband have no relations with other women and that he take no other wife is entirely admissible (cf. E. FAGNAN, *Mariage et répudiation*, p. 70). The right can also be conceded



to the wife to pronounce divorce for herself in the case of the husband's taking another wife (*talâq mumallak*, cf. D. SANTILLANA, *Istituzioni di diritto musulmano Malichita*, I, p. 204).

17-18. The express guarantee of mental and bodily health, capacity for transacting affairs and the absence of any defect or disease would suggest that the fulfilment by the husband of these stipulations is a *sine qua non* of a valid marriage.

The Rabî' I of the year 259 A.H. began on the 5th of January, 873 A.D. and ended with the 4th February of the same year.

19. It does not seem that anything followed this line. Signatures of witnesses were, therefore, not joined to the formula *شهد على ذلك*, perhaps because a separate declaration containing them was drawn up. The same practice is shown by the following documents: n° 49; PERF n° 646 C, D, 846; PER Inv. Ar. Pap. 8516; P. Berol. 8057 (=BAU n° 20), 11975. But it must be noticed that in the documents n° 40<sub>11</sub>, 43<sub>4</sub>, 48<sub>7</sub>, 56<sub>16</sub>, 57<sub>21</sub>, 60<sub>13</sub>, 66<sub>21</sub>; PERF n° 646 E l. 9; PER Inv. Ar. Pap. 8464; P. Berol. 7907<sub>9</sub> (=BAU n° 4) this formula effects the transition to the signatures of the witnesses.

### 39.

Inv. n° 128. Šawwâl, 264 A.H. (6th June to 5th July, 878 A.D.).

White parchment. 50×19.5 cm. The text of the document is written on the flesh side in 36 lines in brown ink,—with the exception of the lines 32-36 which are in black ink,—by seventeen different hands, ll.1-13 right side by the vigorous, educated hand, somewhat resembling that of old *Mağribî* Mss, of the bridegroom's father Muḥammad b. Râšid (A), ll. 13 left side to 36 by the hand of various witnesses: B l.13 left side, C l.14-15, D l.16, E l.17-18, F l.18-19, G l.20-21, H l.22-23, I l.24-25, J l. 25, K l.26-27, L l. 28, M l. 29, N l. 30-31, O l. 32-33, P l. 34, Q l. 35-36. Diacritical points are used sparingly. At the end of lines 13, 21, 29, 32, 34 hand-marks of different witnesses are to be found.

Place of discovery unknown.

The fragment, in some places worm-eaten, forms the lower part of the left half of the document, which has been folded parallel to the lines.

Ll. 1-23 reproduced by B. MORITZ, *Ar. Pal.*, Pl. 114.



- ١ [ الله ولا يمنعها من أهلها ولا يمنع أهلها منها وعليه  
أن يتقى الله فيها ]
- ٢ [ ويحسن صحبتها بالمعروف كما أمره الله تعالى الذي لز ] م ذكره وحل  
ثناؤه وسنة نبينا محمد رسول الله صلى الله عليه
- ٣ [ وولى عقدة ] نكاح عباسة ابنت سرى أبوها سرى  
بن عبد الله فازوجها ]
- ٤ [ لشروط المسماة فى هذا الكتاب وبه حضر محمد بن راشد ]
- ٥ [ راه له حطا وحسن نظرا ويحمل عنه لامرأته عباسة  
ابنت سرى ]
- ٦ [ اله وضمنا لازما له فى ذمته وماله فى ]  
العدم والخبأ ]
- ٧ [ هما شات أخذته بهذا المهر المعجل ان شات  
جميعا وان شات ]
- ٨ [ من حيها ومليها من معدمها وشاهداهما  
عن غايها وكل ]
- ٩ [ واحد منهما ضامن عن صـ ] حاجبه بأمر كل واحد منهما و [ بـ ] نفس  
صاحبه شهد على ]
- ١٠ [ سرى بن عبد الله بانفاذه هذا النكاح وعلى إقرار محمد بن راشد بـ ]  
محمد بقبوله هذا النكاح على ما سمى وفسر فى هذا الكتاب ]
- ١١ [ بعد أن قرأ ] عليهم حرفا حرفا فاقروا بفهمه ومعرفة  
ما فيه فى صحة عقولهم ]

2. Only *سـه* is dotted in the Ms. — 5. Ms. *نظرا*, عنه (fully dotted). — 6. The only word provided with diacritical points is *ذمته*. — 7. Diacritical points occur in *أخذته*, *عن*. — 8. *حيها* in the original is a mistake for *ميتها*. Only *عن* (twice) is provided with a dot. — 9. The word before *على* is plainly misspelled, we expect at any rate *شهد*. The clerk really intended to alter the word, the medial letter being obviously a correction, probably from *Nûn*, as the point above the letter would suggest; but he forgot to correct the *هـ* at the end.



- ١٢ [وابدانهم وجواز أمورهم طايعين غير مكرهين ولا مجبرين ولا مطهدين] وفي كتابنا هذا الحق في أول سطر وهو عبد الله بن
- ١٣ [..... شهد عبد الله بـ] إن استحق البزاز على إقرار محمد بجميع ما في هذا الكتاب
- ١٤ [شهد فلان بن فلان على إقرار سري بن عبد] الله بن يحيى الطحان الولي وعلى إقرار محمد بن راشد الجزار بضمانه
- ١٥ [..... وكتب في شؤال من سنة أربع وستين ومائتين]
- ١٦ [..... إن محمد وهو عشرة دنانير وكتب في شؤال من سنة أربع وستين ومائتين]
- ١٧ [شهد فلان بن فلان على إقرار سري بن عبد الله بـ] إن يحيى الطحان وعلى إقرار محمد بن راشد الجزار بجميع ما في
- ١٨ [هذا الكتاب وكتب في شؤال من سنة أربع وستين ومائتين شهد أحمد بن موسى بن يحيى على إقرار
- ١٩ [محمد بن راشد الجزار وعلى إقرار سري بن عبد] الله الطحان بجميع ما في هذا الكتاب وكتب في شؤال سنة ٥٤٨
- ٢٠ [شهد فلان بن فلان على إقرار سري بن عبد الله] الجزار الأب الولي وعلى إقرار محمد بن راشد الجزار [كاتب] هذا الكتاب النكاح
- ٢١ [بجميع ما في هذا الكتاب وكتب في] شؤال من سنة أربع وستين ومائتين
- ٢٢ [شهد فلان بن فلان على إقرار سري] بن عبد الله بن محمد بن يحيى الطحان الأب الولي وعلى إقرار محمد بن راشد
- ٢٣ [الجزار بجميع ما في هذا الكتاب وكتب في شؤال من سنة أربع وستين ومائتين]
- ٢٤ [شهد فلان بن فلان على إقرار المقرئ] بـ [جميع ما في هذا الكتاب وذلك في شؤال من سنة

12. The only word provided with a dot is بن .



٢٥ [أربع وستين ومائتين شهد فلان بن فلان] على اقرار سرى بن عبد الله بن محمد بن يحيى الطحان الأب والولى وعلى اقرار محمد بن راشد أبو الزوج بجميع ما فى

٢٦ [هذا الكتاب وكتب فى شؤال من سنة أربع وستين ومائتين شهـ] يد سهل بن حمامة بن اسحق على اقرار [سرى بن عبد] الله وعلى [قر]ار محمد بن راشد

٢٧ [بجميع ما فى هذا الكتاب وكتب فى شؤال من سنة أربعـ] مع وستين ومائتين ///

٢٨ [شهد فلان بن فلان على اقرار سرى بن عبد الله وعلى اقرار] محمد بن راشد أبى الزوج بجميع ما فى هذا الكتاب [وكتب فى شؤال من سنة أربع و] ستين ومائتين

٢٩ [شهد فلان بن فلان على اقرار سرى بن عبد الله وعلى اقرار] محمد بن راشد الجزار بجميع ما فى هذا الكتاب فى شؤال سنـ [ة] ⵎⵓⵔ (Handmark)

٣٠ [شهد فلان بن فلان على اقرار سرى بن عبد] الله الجزار وعلى اقرار محمد بن راشد الجزار

٣١ [بجميع ما فى هذا الكتاب وكتب شهادته فى] شؤال [من سنة] أربع وستين ومائتين

٣٢ [شـ]ـ [هـ]ـ يد الحسن بن موسى بن معوية

على مثل ذلك وكتب شهادته بخطه

٣٣ [فى شؤال من سنة أربع وستين ومـ]ـ مائتين

٣٤ [شهد فلان بن فلان على مثـ]ـ ل ذلك وكتب بخطه

٣٥ [شهد فلان بن فلان على جميع مـ]ـ ما [فى] هذا الصداق

٣٦ [وكتب شهادته فى شؤال من سنة ⵎⵓⵔ]ـ



1. [ ] God, and not to withhold her from her relatives, nor her relatives from her, and it is his obligation in respect of her to fear God

2. [and to render relations with her pleasant in kindness, according to the ordinance of God—may He be exalted, whose] glorification is a duty and praise of whom is obligatory—, and of the rule of Muḥammad our Prophet, the Messenger of God—may the blessing of God be upon him—

3. [ ] and her father Sarî b. 'Abdallâh concluded the contract of] marriage of 'Abbâsa, daughter of Sarî, and he married her to

4. [ ] the conditions named in this document, and Muḥammad b. Râšid, [the butcher,] was present

5. [ ] ..... and should he be kind and tender and take upon himself the responsibility for it towards his wife 'Abbâsa, daughter of Sarî,

6. [ ] for him and as a guarantee binding upon him in respect of his obligation (to pay) and (upon) his property in [ ] loss and something being concealed

7. [ ] ... (and if) she wishes, she (may) take from him this dowry which is immediately exigible, if she wishes in whole and if she wishes

8. [ ] they go guarantee for one another, he that lives] for him who is dead, and he who is rich for him who is poor, he who is present for him who is absent, and each

9. [of them is under the obligation to go surety for his] partner whenever either demands (this) of the other or expresses the wish. (The following witnesses have) testified for

10. [Sarî b. 'Abdallâh in respect to his having declared this marriage valable and to the acknowledgment of Muḥammad b. Râšid] b. Muḥammad respecting his acceptance of this marriage according to that which is named and discussed in this agreement.

11. [ ] after it had been] read to them word by word. Thus they have acknowledged that they have understood it



and that they comprehend what (is contained) herein, they being in a state of (sound) mind

12. [and body, and capable of transacting their business, voluntarily, without compulsion and not against their will and not under con]straint. And in this our act (something) has been added to the first line, viz. 'Abdallâh b.

13. [..... 'Abdallâh b.] Ishâq, linen-merchant, is witness to the acknowledgment by Muḥammad of all that (is contained) in this document. Valid.

14. [So and So, son of So and So, is witness to the acknowledgment by So and So, son of 'Abd]allâh, b. Yaḥyâ, the miller, the guardian, and to the acknowledgment by Muḥammad b. Râšid, the butcher, respecting his guarantee

15. [..... and he has written (it) in Šawwâl of the year two hundred and sixty four].

16. [ ] b. Muḥammad, namely ten dînârs, and he has written (it) in Šawwâl of the year two hundred and sixty four.

17. [So and So, son of So and So, is witness to the acknowledgment by Sarî b. 'Abdallâh] b. Yaḥyâ, the miller, and to the acknowledgement by Muḥammad b. Râšid, the butcher, respecting all that

18. [(is contained) in this document and he has written (it) in Šawwâl of the year] two hundred and sixty [four]. Aḥmad b. Mûsâ b. Yaḥyâ is witness to the acknowledgment

19. [by Muḥammad b. Râšid and the acknowledgment by Sarî b. 'Abd]allâh, the miller, respecting all, that (is contained) in this document and he has written (it) in Šawwâl of the year 264.

20. [So and So, son of So and So, is witness to the acknowledgment by Sarî b. 'Abdallâh,] the butcher (sic), the father and guardian, and to the acknowledgment of Muḥammad b. Râšid, the butcher, [the writer] of this contract of marriage,

21. [respecting all that (is contained) in this document and he has written (it) in] Šawwâl of the year two hundred and sixty four.

22. [So and So, son of So and So, is witness to the acknowledgment by Sarî] b. 'Abdallâh b. Muḥammad b. Yaḥyâ, the miller, the father, the guardian, and to the acknowledgment by Muḥammad b. Râšid,



23. [the butcher, respecting all that (is contained) in this document, and he has written (it) in Ša]wwâl of the year two hundred and sixty four.

24. [So and So, son of So and So, is witness to the acknowledgment by both the acknowledg]ers respecting all that (is contained) in this document and this in Šawwâl of the year

25. [two hundred and sixty four. So and So, son of So and So, is witness] to the acknowledgment by Sarî b. 'Abdallâh b. Muḥammad b. Yaḥyâ, the miller, the father, the guardian, and to the acknowledgment by Muḥammad b. Râšid, the father of the bridegroom respecting all that (is contained) in

26. [this document and he has written (it) in Šawwâl of the year two hundred and sixty four.] Sahl b. Ḥamâma b. Ishâq is witness to the acknowledgment [by Sarî b. 'Abd]allâh and to the ack[now]ledgment by Muḥammad b. Râšid

27. [respecting all that (is contained) in this document and he has written (it) in Šawwâl of the year] two hundred and sixty [four].

28. [So and So, son of So and So, is witness to the acknowledgment by Sarî b. 'Abdallâh and to the acknowledgment by] Muḥammad b. Râšid, the father of the bridegroom, respecting all that (is contained) in this document [and he has written (it) in Šawwâl of the year] two hundred and sixty [four].

29. [So and So, son of So and So, is witness to the acknowledgment by Sarî b. 'Abdallâh and to the acknowledgment by] Muḥammad b. Râšid, the butcher, respecting all that (is contained) in this document in Šawwâl of the ye[ar] 264. (Handmark).

30. [So and So, son of So and So, is witness to the acknowledgment by Sarî b. 'Abd]allâh, the butcher (sic!) and to the acknowledgment by Muḥammad b. Râšid, the butcher,

31. [respecting all that (is contained) in this document and he has written his testimony in] Šawwâl [of the year] two hundred and sixty four.

32. [.....] al-Ḥasan b. Mûsâ b. Mu'âwiya is witness to the same and he has written his testimony in his (own) handwriting

33. [in Šawwâl of the year two hun]dred [and sixty four].



34. [So and So, son of So and So, is witness to the sa]me and he has written (it) in his (own) handwriting.

35. [So and So, son of So and So, is witness respecting all tha]t (is contained) [in] this marriage (contract)

36. [and he has written his testimony in Šawwāl of the year 264].

1. The same passage occurs in P. Berol. 11990r<sub>10</sub>.

2. It is only with reservation that I give the supplement to the beginning of this line. We encounter the same formula in P. Berol. 8217<sub>6</sub> :

وعليه أن يتقى الله العظيم فيها ويحسن صحبتها بالمعروف .

3. Cf. the remarks to n° 38<sub>3</sub>, p. 70.

5. As too much of this line has fallen away I cannot suggest any certain reading at the beginning.

8. The same passage is to be found in PERF n° 764<sub>8</sub>ff.; cf. also J. SCHACHT, *Das kitāb adkār al-ḥuqūq war-ruhūn aus dem al-ġāmī al-kabīr fiš-šurūt des Abū Ġa'far Aḥmad ibn Muḥammad at-Taḥāwī* (SB Akad. Heid. 1926/1927, 4. Abhandlung), p. 17<sub>20</sub>.

9. The formula at the beginning of this line is to be completed according to P. Cair. B.É. n° 174<sup>v</sup> : له [ ] عن صاحبه بأمر صاحبه [ ] . وكل واحد منهما ضامن (8)

10. The completion of this line is assured by P. Berol. 12789<sub>9</sub> :  
[شهد على فلان بن فلان الأب] والولى بانفاذه هذا النكاح على ما سمى فيه وفسر وعلى إقرار محمد بن أحمد الزوج بقبوله [هذا النكاح الخ]

Cf. also PER Inv. Perg. Ar. 62<sub>4-5</sub> :

[ ] 4 [ن شهد على اقرار محمود بن اسحق بن مرحوم الزوج]

[ ] 5 [هرون بجميع ما في هذا الكتاب بعد أن قرى عليهم]

11. The missing part of the line may perhaps be supplied thus :  
ورضى عبد الله بن محمد الزوج (9) لهذا "and his agreement to this nuptial gift, named in this act"; cf. P. Berol. 15052<sub>8</sub>ff. لهذا (9) and n° 38<sub>15-17</sub>.  
الصدّاق المسمّى في هذا الكتاب والزم ذلك نفسه

12. It is usual to draw special attention to such corrections and additions which have been made by the scribe, by noting the same on the document immediately before the signatures of witnesses. In the present case the words عبد الله بن had been inserted in the lost first line. Similar



notes are to be found in n° 60<sub>13</sub>, 65<sub>25</sub>, 68<sub>21</sub>, 70<sub>27f</sub>, 71<sub>34f.</sub>, 72<sub>15</sub> and M. AMARI, *I diplomi arabi del R. Archivio Fiorentino* (Firenze, 1863), n° 46, p. 236; F. PONS BOIGUES, *Apuntes sobre las escrituras mozárabes Toledanas que se conservan en el Archivo histórico nacional* (Madrid, 1897), p. 255.

13. The calling of ‘Abdallâh b. Ishâq is rather to be interpreted بزاز “linen merchant,” but the reading بزار “linseed-dealer” is also possible though less probable. His identification with the person mentioned in P. Cair. B.É. Inv. n° 147<sub>6</sub> as a witness may seem doubtful. But it would be a very strange accident that the same مع-like flourish should occur in both the signatures at the end of the word الكعاب if we did not presume the same hand. It must be admitted that in P. Cair. B.É. n° 147<sub>6</sub> the writing is more careless, but as an interval of nearly thirteen years comes between the conclusion of the two documents, this difference could be easily explained. Moreover it is a common experience that the calligraphy of one and the same person is not the same at all times. Handmarks of witnesses or notaries occur frequently in the papyri (cf. n° 48). To the references for this matter given in *CPR* III, I, 1, p. 20, 87 note 1 and 88 can be added now PER Inv. Ar. Pap. 1089<sub>12, 15</sub>; P. Berol. 13002<sub>10, 21, 48</sub>, 15022<sub>21, 25, 27</sub>; P. Cair. B. É. n° 84<sub>3, 6, 9</sub> ff., 136<sub>5</sub>, 147<sub>6</sub> ff., 10 14, 155<sub>9</sub>, 271<sub>10</sub> and in two leather pieces with deeds of sale found in Edfû, and preserved in the Arab Museum in Cairo<sup>(1)</sup> Inv. n° 9818 (238 A.H.) ll. 32, 41, Inv. n° 9817 (246 A.H.) ll. 22, 24.

14. I prefer here and in ll. 5, 17, 20 the reading الجزار “butcher” but the following are also possible: 1. جرار “leather-bottle merchant” 2. خراز “cobbler” 3. خراز “silk-merchant.” The Yâ in الولي takes the points within the band, in the manner I have dealt with in *CPR* III, I, 1, p. 71 and annotation 9.

15. The Šawwâl 264 A.H. began on the 6th of June and ended with the 5th of July, 878 A.D.

16. It may be suggested that the ten dinârs represent the nuptial gift of ‘Â’îša. The same amount is mentioned as *ṣadâq* in PSR n° 186.

19. The year is given in Greek numerals as is often the case is papyri of older times; cf. n° 48<sub>17, 19</sub> and PERF n° 794<sub>8</sub>, 819<sub>10</sub>, 822<sub>7</sub>, 871<sub>9</sub>, 967<sub>11</sub>; PER Inv. Ar. Pap. 654 b<sub>10</sub>, 980<sub>6</sub>, 2062, 8527<sub>4</sub>, 8992; PSR 81<sub>13</sub>; P. Berol. 7905<sub>10</sub> (=BAU n° 6).

1. These documents will be published by CH. KUENTZ who has kindly allowed me to see the reproduction thereof.



20. The bride's father who in ll. 14, 17, 19 is designed by his full name as a miller is obviously by mistake referred to here as a butcher, which calling is proper to the bridegroom's father mentioned immediately afterwards as the writer of the act. The same mistake occurs in l. 30. The naming of the writer of the document occurs very seldom, cf. n° 48<sub>8</sub>, 56<sub>16</sub>ff. and in l. 20 of the document from Edfû (Inv. n° 9818) referred to above (p. 81) in the remarks on l. 13. Incidentally the writer of the act was here identical with one of the parties, cf. also in n° 48<sub>8</sub>.

27. The three slanting strokes at the end of the line were put by the scribe apparently to prevent later additions to the text by another hand in the blank space of the line. The writer did the same in n° 48<sub>19</sub> (one stroke) 35, 38-42 (two strokes), 56<sub>26, 31, 36</sub>, 62<sub>4</sub>, 68<sub>10-12, 17</sub>, 71<sub>4, 11, 33</sub>; P. Berol. 13002 33, 40, 44 (one stroke), 11, 18, 22-26, 29, 34 ff, 37 ff, 41, 46, 50.

## 40

(Pl. IV)

Inv. n° 140+86. Last decade of Ša'bân, 271 A. H. (11th to 20 th February, 885 A.D.).

Yellow-brown, fine papyrus, two fragments. Inv. n° 140 : 13 × 9.2 cm, Inv. n° 86 : 13 × 6.7 cm. The text of the document is written in black ink by the clear but inelegant hand of a practised penman at right-angles to the horizontal-fibres. Diacritical points are wanting but Šîn is occasionally distinguished from Šîn by an inclined line. Verso blank. The papyrus has been folded parallel to the lines from bottom to top. The width of the successive folds is 0.3+1.4+1.3+1.4+1.5+1.8+1.8+1.7+1.7 cm.

Place of discovery probably al-Ušmûnain.

In a fairly good condition, the middle of the document has been destroyed.

١ [بسم الله الرحمن الرحيم]  
٢ هذا ما أصدق به [حنس بن شنوده الساكن مـ] مدينة أشمون دروا ابنت

2. Of Qâf before the lacuna only the head is visible, followed by a downstroke belonging obviously to the Yâ of يحس, which ought to follow as the name of the bridegroom, preserved in l. 6, 8.



- ٣ شئوده [الساکنة مدينة کذا عند ما خطبها الى نفسها] وهى امرأة ايم  
بالغ تلى  
٤ نفسها . . . . . [ فلان بن فلان البقـ ] بال وأشهدت له شهودا  
٥ بتوكيلها إياه فى إنـ [کاحها] [ ن فأصدقها أـ ] ربعة دنانير  
٦ عينا ذهباً لمرأته فـ [ل اصابتها بها] ودخوله عليها دينرين نقدا جياذ  
٧ معجلاً وأخرت . . . [ صداقها على زوجها یخس بن شئوده  
٨ خمسة سنين متواليات أـ ] ولهن شعبان من سنة إـ [لدى وسبعين ومايتين  
وعليه تقوا

3. شئوده is damaged through the upper layer of the horizontal fibres of the papyrus having detached itself. The two following letters are no longer recognizable. Of the Alif of نفسها only traces are preserved.—4. The beginning of this line having been affected by the same mutilation as the previous one, its reading is doubtful. In accordance with the formula, preserved in PERF n° 913<sub>6</sub>, ( امرأة بالغ ايم [تـ] الى أمرها ) “acting for herself”, is to be read, meaning that the bride is capable of transacting her business ( جائزة الأمر ). The fact that she trusts a *wakîl* with her representation does not conflict with this circumstance. Of the following five letters too little remains to make any reading certain. The remains of the letters would suggest the reading [اليه وعـ]. I cannot propose any supplement to the lacuna, but it is most probable that it contained a formula emphasizing the entrusting of a *walî* with her representation. If I supply [ل البقا] this is a mere conjecture, this calling occurring in n° 51<sub>3</sub>, PERF n° 678<sub>3</sub> ( یخس البقال ), P. Berol. 15022<sub>2</sub> ( یوسف بن جوهر البقال ). For the following passage see n° 38<sub>4</sub>, p. 67.—5. Following immediately upon the mutilated part of the text the tail of a letter, perhaps Yâ, Nûn or Sîn, is visible. According to a similar passage in n° 41<sub>4</sub> it may be suggested that this character belongs to the calling of the bridegroom which is destroyed in l. 2. The lacuna might be filled up thus: [کاحها من یخس بن شئوده...]. Of the numeral preceding دنانير only the upper parts survive, but أربعة is a very likely reading. —6. The word after لمراته seems to begin with Alif, the top of which is preserved. The letter following this may be د or و. I cannot propose any reconstruction of the part of the text fallen out. After this lacuna a letter like ی seems distinguishable.—7. The two letters after آخرت seem not to be inconsistent with the two first characters of the bride's name دروا. It is very likely that the space between this and صداقها was occupied originally by a passage granting to the bridegroom a delay of five years for the payment of the second half of the nuptial gift.



٩ الله وحده لا شريك له و[احسان صحبتهم] يا وقد أوصل يحنس بن  
شئوده الدينين

١٠ المعجلين الى امراته دروا [ابنت شئوده . . . .] بلبه وأقرت بوصولها  
اليها وذلك

١١ في العشر الأواخر من شعبا[ن سنة إحد]ى [و] سبعين وماتين شهد  
على ذلك

١٢ ا[بر]هـ[يم] . . . . .

1. [In the name of God, the Compassionate, the Merciful.]
2. This is what Yo[hannes, son of Šanûda, residing in the t]own of Ašmûn, has stipulated as a nuptial gift to Darwâ, daughter of
3. Šanûda, [residing in the town of So and So, after that he had asked her personally for her hand in marriage], she being an unmarried, adult women, acting
4. for herself ...[..... So and So, son of So and So, the green-gro]cer and she has called witnesses for him
5. with respect to her having entrusted him to act for her in con[tracting her marriage .....]. Thus he has stipulated as her nuptial gift fo[u]r dînârs,
6. ready money, gold (coins) for his wife be[fore obtaining his enjoyment of her] and going into her, two dînârs, good money,
7. cash down, and there remains...[.....of] her nuptial gift to be paid by her husband Yohannes b. Šanûda
8. (at the expiration of) five successive years, re[ckoning from the Ša'bân of the year] two hundred and seventy one. And it is his obligation to fear

9. The supplement suggested here seems to suit the space in the best way; some confirmation to this reading is given by n° 41<sub>12</sub>. — 10. The letters visible after the lacuna seem to be الله and belong probably to the patronymic of the bride's father. — 12. The name of the first witness seems to be ابرهيم but only the top of Alif and the Hâ are visible.



9. God alone — He has no associate — and [to render relations with her pleasant]. Yohannes b. Šanûda has already delivered the two dînars

10. cash down to his wife Darwâ, [daughter of Šanûda, ..]... and she has acknowledged their delivery to her and this

11. in the last decade of Ša'bâ[n of the year] two hundred [and] seventy [on]e. (The following witnesses have) testified to it:

12. I[bra]h[îm] .....

3. It is possible that the bride lived also in Ašmûn, but as this is doubtful, it seemed to me to be risky to fill in the lacuna with this place-name. The following formula which can be completed here with certainty, occurs in the same context in several acts of marriage (cf. n° 38<sub>3</sub>).

11. The last decade of Ša'bân 271 A.H. began on the 11th of February and ended with the 20th February, 855 A.D. This fashion of dating, dividing the month in three decades, is quoted by AS-SUYÛTÎ, *Kitâb aš-Šamârîh fî 'ilm at-Ta'rîh* ed C. F. SEYBOLD (Leiden, 1894), p. 9 and is often employed not only in the papyri, but also in later Spanish-Arabic documents (cf. A. GONZÁLEZ PALENCIA, *Los Mozárabes de Toledo en los siglos XII y XIII*, vol. I-IV., Madrid 1926-1930, passim). If, by the way, AS-SUYÛTÎ will only admit the construction *في العشر الأول* and *في العشر الأوسط* and is of opinion, that *الأوائل* and *الأخـر* are not admissible, it is nevertheless a fact that this rule was not followed in practice. Besides *في العشر الأول*, which occurs frequently in the papyri, we find *بتاريخ العشر الأولى* in F. PONS BOIGUES, *Apuntes sobre las escrituras mozárabes Toledanas*, p. 39, S. CUSA, *I diplomî greci ed arabi di Sicilia*, I, p. 501, and for the last decade the following expressions occur: *في العشر الأوسط*: P. Cair. B.É. n° 86<sub>11</sub>, 146<sub>15</sub>, PSR n° 209<sub>5, 7, 13</sub>; *في العشر الأخير*: P. Berol., 8055<sub>22</sub> (BAU n° 21) and F. PONS BOIGUES, *op. cit.*, n° 18 (p. 50), 46 (p. 109); *في العشر الأخير* n° 45<sub>21</sub>.

## 41

(Pl. III)

Inv. n° 121.

Last decade of Ġumâdâ II, 279 A.H. (18th to 27th of September, 892 A.D.).

Parchment 24.5 × 19.3 cm. The text of the document is written on recto in black ink by different hands. The main part of the document



(ll. 2-16) shows a very regular, neat hand (A) resembling that of *Magribî* manuscripts; the diacritical points are but sparsely added. The signatures of the five witnesses are written by different hands (B l. 16-17, C l. 18-19, D l. 19-20, E l. 21-22, F l. 23). Verso blank.

Place of discovery probably al-Ušmûnain.

In a very bad state of preservation, the ink being faded in several places.

- ١ [بسم الله الرحمن الرحيم]
- ٢ [هذا ما أصدق يعقوب بن [اسد] حق بن [يحيى] النساج الساكن مدينة أشمون هنيذة ابنت [اسحق] بن [سرى]
- ٣ [عندم] خطبها الى نفسها وهى يومئذ امرأة أيم بك [ربا] لغ بعد أن فوضت أمرها الى . . . [ ]
- ٤ [وتوكي] لها إياه فى إنكاحها م [من] يعقوب بن اسحق بن يحيى [بال] صداق العاجل والآجل [له] [عليه]
- ٥ [عجل له] من ذلك قبل اصابته بها ودخوله عليها دينرين نقدا حالا معجلا . . . هنيذة ابنت اسحق [ق بن سرى]
- ٦ [بعدا] ن خلين خمسة سنين متوالياب أولهن جمادى الآخرة من سنة تسع وسبعين وما [يتين]

2. At the beginning of the line only the lower parts of the letters are preserved. — 3. In فوضت only Tâ is dotted. — 4. من is almost completely faded; all words are entirely destitute of diacritical points with exception of بن after اسحق. At the end of the line we ought to read لها but it must be noticed that the group of letters read in this way looks more like بها in the original. — 5. In the Ms. صايه is obviously written by oversight for اصابته, which is required by the formula, a variant of which (عجل لها من ذلك قبل دخوله بها وصابته اياها) occurs in P. Berol. 15055g. Ms. دثرى and هنيده. The group of a five letters following معجلا is too faded to justify any positive reading. — 6. خمسة; the form needed grammatically is خمس.



- ٧ [وشرط اسخ]ق بن سري شروطا أوجبها على نفسه بعد أن عقد عقدة  
نكاحها . . . [ ]
- ٨ [او] ذمّية فأمرها بيد امرأته هنيذة ابنت اسق تطلقها عليه ما شات  
من [الطلاق]
- ٩ [جائز] عليه ولازم له وكل جارية يتخذها عليها . . . [ي]كون بيعها بيد  
امرأته هـ. [هنيذة ان شات عتقت ]
- ١٠ [وان شات بي]عت فعتقها وبيعها جائز عليه ولازم له ولا يمنعها  
من أهلها ولا يمنع أهلها [منها]
- ١١ [اسخ]ق بن سري بأمرها ورضائها بعد أن أشهدت له شهودا  
بتوكيلها إياه [وعليه]
- ١٢ [أن ي]تق الله وحده لا شريك له ويحسن صحبتها وعشرتها ولا يضار بها  
ويفعل ما أمره الله [له]
- ١٣ [وسنة م]حمد صلى الله عليه وسلم على ما أمر الله به من الامساك  
بالمعروف أو التسريح باحس [ان]

7. Ms. سري (the dots being within the bend), fully dotted. The two letters discernable at the end of the line may be وه. — 8. The four letters at the beginning are perhaps. ذميه (dotted thus). Only Qâf of تطلقها and Tâ of شات are dotted in the Ms. It is not sure that the word preceding امرأته — the Tâ being dotted in the Ms. — is really بيد as I suggest, conforming to the analogy of similar passages in other papyri. 9. A remnant of Zâ is preserved as the beginning of the line. عليه is dotted in the Ms. The passage following عليها is very difficult to read. I suggest [ي]كون بيعها . . . At the end بيد presents no doubts and امرأته is provided with dots in the Ms. — 10. At the beginning بيعت فعنتها , عليه and Yâ of the first يمنع are provided with diacritical points. — 11. The words بتوكيلها إياه are fully pointed, of أشهدت only Tâ. — 12. Of the tail of Nûn a part is still visible at the beginning of the line. The Tâ of صحبتها and عشرتها is dotted in Ms. — 13. This line is very faint in the original but the reading is practically certain, the formula occurring frequently in other marriage contracts.



- ١٤ [ ] اسحق بن سري بانفاذه هذا النكاح على ما ذ[كرو] فسر . . . . .  
 . . . . . [ ] بعد ان قري
- ١٥ [عليهم] حرفا حرفا عرفوا ما فيه فاقروا بفهمه [ومعر] فة ما فيه من تعرفهم  
 بأ[سمائهم وأنسابهم]
- ١٦ [وذلك في] العشر الأواخر من جمادى الآخرة من سنة تسع وسبعين  
 وماتين شه[د] فلان بن فلان على
- ١٧ [اقرار اس] اسحق بن سري وعلى اقرار يعقوب بن اسحق بن يحيى بجميع  
 ما في هذا الكتاب النكاح [وذلك في جمادى الآخر سنة ٥٥٥]
- ١٨ [ ] . . . على اقرار هنيذة ابنت اسحق بن سري وعلى اقرار [ر] . . . [ ]  
 ١٩ [ ] بجميع ما في هذا الكتاب وذلك في جمادى الآخر [من سنة تسع  
 وسبعين وماتين شهد فلان بن فلان على قرار يعقوب]
- ٢٠ [بن اسحق النسا] ج وعلى اقرار اسحق بن سري الطراف الأب [وذلك  
 في جمادى الآخر من سنة تسع وسبعين وماتين]
- ٢١ [شهد] . . . . . بن العباس على اقرار ا[سحق بن سري  
 . . . وعلى اقرار يعقوب بن]
- ٢٢ [اسحق و] كتب شهادته في جمادى الآخر من سنة [تسع وسبعين وماتين]
- ٢٣ [ ] . . . . . على اقرار اسحق [بن سري]

14. Ms. بانفاذه, the end of the line is not clear. — 18. It is not clear if the first two letters visible are to be read [شهد] or belong to the patronymic of the witness. Of the three last letters of the line only Alif is clearly to be made out. It is, therefore, not certain if [يا] or اسحق is to be read. — 20. اقرار is mutilated but certain. — 21. The *ism* and patronymic of the witness are illegible; eleven letters are to be made out here. — 22. At the beginning وكتب شهادته في is perhaps to be read. — 23. The patronymic of the witness is preserved, but is illegible.



1. [In the name of God, the Compassionate, the Merciful.]
2. [This is what] Ya'qûb b. Is[ḥâq] b. [Ya]ḥyâ, the weaver, residing in the town of Ašmûn, [has stipula]ted as a nuptial gift to Hunaida, daughter of [Ish]âq b. [Sarî],
3. [after that] he had asked her personally for her hand in marriage, she being at that time an unmarried woman, an [adult] virgin, (and) after that she had transferred her affair to ... [     ]
4. [and had entrust]ed him to act for her in respect to her being married by Ya'qûb b. Isḥâq b. Yahyâ [for the nupti]al gift, (part) paid cash down and (part) held over to her credit [(and) his debit].
5. [He has paid to her cash down] of this, before obtaining his enjoyment of her and going into her, two dînârs immediate payment, cash down .....Hunaida, daughter of Ish[âq] (b. Sarî]
6. [after the] expiration of five successive years, reckoning from the Ġumâdâ II of the year [two]hundred and seventy nine.
7. [And Isḥâq] b. Sarî [laid down] conditions by which he bound himself, after having concluded the contract of marriage with her [     ]
8. [or a] *dimmiya* then her affair(s) (shall be) in the hand(s) of his wife Hunaida, daughter of Isḥâq, who may dismiss her at his expense in whatever way she will (which is)
9. [legal for] and binding upon him, and every slave-girl whom he may take besides her...the selling of her shall be in the hand(s) of his wife Hu[naida, if she will, she may free her,]
10. [and if she will, she may s]ell her, but her enfranchiment is legal for and binding upon him, and that he will not withhold her from her relatives, nor her relatives [from her].
11. [     Isḥ]âq b. Sarî by her demand and with her consent, after having called witnesses for him with respect to her having entrusted him. And [he is obliged]
12. [ to] fear God alone — He has no associate — and to make his relationship to and life with her pleasing, and to do her no harm, and to do what [Go]d



13. [and the rule of Mu]hammad—may the blessing of God be upon him and may He give him peace—has ordained, according to the ordinance of God as to keeping her in amenity or dismissing her in [kindness]

14. [ ] Ishâq b. Sarî by declaring this marriage valid according to that which is m[entioned and] explained.....[.....after it has been read]

15. [to them] word by word (and) they have understood what (is contained) therein. So they have acknowledged that they have comprehended it and understood what (is contained) therein, they being acquainted with [their names and their relationship,]

16. [and this in] the last decade of Ġumâdâ II of the year two hundred and seventy nine. [So and So, son of So and So, is ]witn[ess to]

17. [the acknowledgment by Is]hâq b. Sarî and to the acknowledgment by Ya'qûb b. Ishâq b. Yahyâ respecting all that (is contained) in this marriage contract, [and this in Ġumâdâ II of the year 279].

18. [ ] ... to the acknowledgment by Hunaida, daughter of Ishâq b. Sarî, and to the acknowledg[ment] by

19. [ ] respecting all that (is contained) in this document, and this in Ġumâdâ II [of the year two hundred and seventy nine. So and So, son of So and So, is witness to the acknowledgment by Ya'qûb]

20. [b. Ishâq, the wea]ver, and to the acknowledgment by Ishâq b. Sarî, the tentmaker, the (bride's) father, [and this in Ġumâdâ II of the year two hundred and seventy nine].

21. [ ] ..... b. al-'Abbâs [is witness] to the acknowledgment by I[shâq b. Sarî ... and to the acknowledgment by Ya'qûb b.].

22. [Ishâq and] he has written his testimony in Ġumâdâ II of the year [two hundred and seventy nine .....].

23. [ ] ..... to the acknowledgment by Ishâq [b. Sarî .....]

2. Weavers are occasionally mentioned in the papyri, e.g. in PERF n° 837<sub>3</sub> PER Inv. Ar. Pap. 7484<sub>2</sub> (MPER II/III [1887], p. 164). For the name <sup>هنيذ</sup>هنيذ cf. E. GRATZL, *Altarab. Frauennamen*, p. 83 and C. F. SEYBOLD *Ibn al-Âtîr's Kunja-Wörterbuch* (Ergänzungshefte zur Z A, Semitistische



*Studien*, Heft 10/11, Weimar, 1896, p. 91, 231. The father of the bride could fairly well be identical with Ishâq b. Sarî who concluded the marriage contract PER Inv. Perg. ar. 264, being mentioned here in l. 2, for this document no doubt belongs to about the same time as n° 41.

3. For the passage *عند مـ* [أ خطبها الى نفسها] cf. n° 38<sub>3</sub>.

7. For the supplement see n° 38<sub>12</sub> and P. Berol. 15052<sub>4</sub> ff. *وشرط عبد الله [أ] به [ب] بن محمد زوجته رحمة الله [ج] ابنت القسم بن ع [يد الله] عندما (5) عقد عقدة نكاحه بها*.

8. For the formula *تطلقها عليه ما شات من الطلاق* and the right of the woman to dismiss at the expense of her husband a wife whom he has subsequently married cf. n° 38<sub>14</sub> and p. 72.

12. Similar formulae occur in PSR n° 186<sub>7</sub> ff., PER Inv. Perg. Ar. 62<sub>1</sub> ff. and P. Berol. 15052<sub>6</sub>.

15. A key to the reconstruction of this line is furnished by the formula *وعرفوه معرفة صحيحة بعينه واسمه ونسبه* occurring in J. SCHACHT, *Das kitāb adkār al-huqūq war-ruhūn aus dem al-ġāmī al-kabīr fiš-šurūṭ des Abū Ġāfar Aḥmad ibn Muḥammad at-Taḥāwī*, p. 18<sub>6</sub>; cf. also the remarks on n° 50<sub>5</sub> (p. 121) and n° 61<sub>17</sub> ff.

16. The last decade of Ġumādā II of the year 279 A.H. corresponds to the period between 18th and 27th of September, 892 A.D.

20. The calling *الطراف* occurs also in n° 45<sub>3</sub>.

## 42

(Pl. V)

Inv. n° 144.

IIIrd Century A.H. (IXth Century A.D.).

Parchment. 26 × 22.6 cm. The document is written only on recto in black ink by a rather rapid hand, which may point to the third century A.H. (ninth century A.D.). Diacritical points are used sparingly. Verso blank. The parchment has been folded parallel to the lines from bottom to top. The width of the successive folds is 3 + 3.4 + 3.4 + 3.5 + 3.5 + 4.5 + 4.8 + 3.7 cm.

Place of discovery unknown.

The document is in a very bad state of preservation, the text being mutilated in many places. The end of the act containing the signatures of witnesses is lost.



- ١ بسم الله الرحمن الرحيم [ر-ح-ي-م]
- ٢ هذا ما أصدق حميد بن شهران أصدق [من العين]
- ٣ الجعيد [المصرى] ع [شرين ديناراً] . [تاما]
- ٤ [وافي] يا وبراءته من ذلك براءة قبض واستيفى ويبقى لها [كذا ديناً] ارا مؤخر لها عليه الى انقضى ثمانية حجج متواليات
- ٥ أولهن تاريخ هذا الكتاب وعليه أن يتقى الله عز وجل فيل فيها ويحسن صحبتها [بالمعروف] كما أمره الله تبارك وتعالى
- ٦ به في كتابه وسنة محمد رسوله صلى الله عليه وعلى آله . . . . . في . . . ما عليه من ذلك ودرجة زائدة كقول
- ٧ الله تعالى وللرجال عليهن درجة واللا [هـ] عزيز حكيم وتولى تزويجها . . . . . وبأمرها
- ٨ ورضائها وتوكلها إياه بذلك وإشهادها لها [وعليها] وهى يومئذ بنت بكر بالغ صحيحة العقل
- ٩ والبدن جازية الأمر لها وعليها ف [رضى حميد بن شهران بهذا] الصداق المذكور عاجله وآجله
- ١٠ وعلى الشرايط المذكورة فيه وقبل [لزوج المذكور هذا النكاح] المقر بما شرط له وعليه
- ١١ بزواج . . . [فى صحة عقولهم وابدانهم وجواز أمورهم طايعين غير مكرهين] و [لا محج] برين ولا [مضـ] طهدين
- ١٢ [ . . . ]

1. بسم is dotted in the Ms. — 2. اصدق is provided with dots in the Ms. — 3. If the letter before the lacuna is ط the reading رى ط comes under consideration. — 7. The five words before بأمرها are not to be made out with certainty. — 10. The Sîn of الشرايط is dotted in the Ms. — 11. The first word is not certain. — 12/13. Only a few letters of these two words are preserved.



1. In the name of God, the Compassionate, the Mer[ci]f[ul.]
2. This is what Ḥumaid b. Šahrân has stipulated as a nuptial gift: he has stipu[lated] as a nuptial gift to .....
3. [Egyptian gold coins twen]ty dînârs. [..... fully]
4. [enti]re, and she has given him a quittance for it by means of a receipt (acknowledging that she has) received and taken (it) over fully, and there remain for her (?) [x dîn]ârs outstanding to her credit (and) his debit till the expiration of eight successive years,
5. reckoning from the date of this act. And it is his obligation to fear God—He is mighty and sub[lime—in respect to her, and to make relationship to her pleasing in] amenity, according to the ordinance of God—may He be blessed and exalted—
6. in His book, and to the rule of Muḥammad, his Messenger,—may the blessing of God be upon him and upon his fami[ly ..... in] what is incumbent upon him with regard to that, seeing that he is a rank higher, as
7. God—may He be exalted—says: *but men are one rank above them, and Go[d] is mighty (and) wise.....* has undertaken to give her in marriage and by her order .....
8. and with her consent and her having entrusted him with it and her calling witnesses as to her rights [and to he]r obligations, she being at this time a maid, an adult virgin, sound in mind
9. and body, capable of transacting business both with respect to rights and obligations. [Ḥumaid b. Šahrân has,] therefore [, agreed to this above]mentioned nuptial gift, (part) immediately exigible and (part) held over,
10. and in respect to the conditions mentioned herein. And th[e above-mentioned husband] has accepted [this marriage], and has acknowledged that which he has stipulated as his right and as his obligation
11. ....[being in a state of sound mind and body, and capable of transacting their business, voluntarily, without compulsion] and [not against their] will and not [under con]straint.
2. Instead of Ḥumaid also Ḥamîd may be read, cf. AD-DAHABÎ, *Mustabih*, p. 174.
3. We may expect here the same or a similar passage to that which we encounter in n° 45<sub>6</sub>, but the two words between الجيد and دينار are no longer recognizable, the former being almost entirely destroyed.



4. <sup>حجة</sup> is used here and in P. Cair. B.É. n° 269<sub>3</sub> in the sense of "year".
6. The commencement of the formula following the lacuna is not quite certain. Immediately after the mutilation a final Mîm seems to be discernable, followed by an isolated Alif. Therefore the passage represents a variant to the formula occurring in n° 45<sub>12</sub> of which a part (ذ[ لك ودرجة زائدة]) is also preserved in P. Berol. 15022<sub>10</sub>.
7. The words <sup>حكيم</sup> to <sup>وللرجال</sup> are a literal quotation from the Qur'ân II 228 to be found also in P. Berol. 15055<sub>15</sub>. The name of the *walî*, as also the two following words, are not to be made out, cf P. Berol. 15055<sub>19</sub>: <sup>و باذنها ورضاها وتوكيلها إياه بذلك وهى يومئذ صحيحة العقل والبدن الخ</sup>.
9. The filling in of the lacuna is assured by P. Berol. 15052<sub>8-9</sub>: <sup>ورضى عبد الله بن محمد الزوج (9) لهذا الصداق المسمى فى هذا الكتاب</sup>
10. For the arrangement of the dots of <sup>شرايط</sup> cf. n° 37<sub>11</sub> (p. 64). The lacuna has been filled in according to P. Berol. 15055<sub>23</sub>: <sup>وقبل الزوج المذكور هذا النكاح لنفسه قبولا صحيحا</sup>.
11. The lacuna has been filled in according to P. Berol. 8055<sub>21</sub> ff.

## 43

(Pl. IV)

Inv. n° 184. Šafar 306 A.H. (11th of July—12th of August, 918 A.D.).

Light-yellow, strong papyrus. 18.5 × 17.7 cm. On recto 4 lines of a document, written by an inelegant, flowing hand in black ink across the vertical fibres, on verso 7 lines containing the end of a marriage-contract, written by three different hands in black ink parallel to the vertical-fibres; diacritical points are wanting. The lines 1-4 are written by the hand of a clumsy scribe (A), ll. 5-7 by two witnesses (B ll. 5-6, C ll. 6-7). The papyrus has been folded from bottom to top, the width of the successive folds being: 1.8 + 1.3 + 1.7 + 1.7 + 2.1 + 2.2 + 2.7 + 2.7 + 1.4 cm.

Place of discovery unknown.

The text on recto has been washed out, only the last line is clearly discernable. Of the 3 previous lines only some letters survive. The text on verso is pretty well preserved.



Recto:

[ وثلاثمائة شهد على ذلك ] ٤

Verso:

[ صدأقهـ[١] ..... ] ١

[ شهد هذا الكتاب أنها زوجة مرقورة بن ] ٢

[ هذا اليوم المؤرخ في هذا الكتاب في صفر ] ٣

[ من سنة سـت وثلاثمائة شهد على ذلك ] ٤

[ شهد فلان بـن عمر بن مهاجر على اقرار مالهوه ابنت ] ٥

بنطلس

[ بجميع ما في ] هذا الكتاب شهد حمدان بن عمر بن مهاجر على مثل ] ٦

&lt; ذ لك

[ وكتب شهادته في ] صفر من سنة ست وثلاثمائة ] ٧

Recto:

4. [ ] and three hundred. (The following witnesses)  
have testified to it.

Verso:

1. [.....] her nuptial gift .....

2. [.....] the witnesses to this act, that she is the wife of  
Merqûre, son of

1. At the beginning the right half of Şâd, the left of medial-Hâ and the upper part of the final-Alif projecting below the line are destroyed. For the following word I cannot offer any certain reading. Remnants of about seven letters are visible after this group.

6. ك is written by mistake for ذك in the Ms.



3. [.....] this day, mentioned as a date in this document, in Šafar

4. [of the year] three hundred and [s]ix. (The following witnesses) have testified to it.

5. [So and So ib]n 'Umar b. Muhâğir [is witness] to the acknowledgment by ..... daughter of Banṭalos,

6. [respecting all that (is contained) in] this document. Ḥamdân b. 'Umar b. Muhâğir is witness to the same,

7. [and he has written his testimony in] Šafar of the year three hundred and six.

2. The name is the Arabic form of Coptic  $\mu\epsilon\rho\kappa\omicron\upsilon\pi\epsilon$  (*MPER* V [1889], p. 46),  $\mu\alpha\rho\kappa\omicron\upsilon\pi\iota$ , (W. E. CRUM, *Coptic Manuscripts brought from the Fayyum* [London, 1893], n° 15<sub>2</sub> [p. 30]), a very common n. pr. in the papyri which occurs also in the form  $\mu\epsilon\rho\kappa\omicron\upsilon\pi\epsilon$  (*PERF* n° 795<sub>2</sub> [*MPER* II/III, [1887], p. 171]; *PER* Inv. Ar. Pap. 1060<sub>3</sub>; P. Strassbg. Arabe 61<sub>4</sub>).

3/4. The Šafar 306 A.H. began on 11th of July and ended with the 12th of August, 918 A.D.

5. The name of the bride is not perfectly legible while the name of her father is undoubtedly to be read  $\mu\epsilon\rho\kappa\omicron\upsilon\pi\epsilon$  which according to H. MUNIER, corresponds to  $\mu\epsilon\rho\kappa\omicron\upsilon\pi\epsilon$  (F. PREISIGKE, *Namenbuch*, col. 273); the reading is assured by the variant form  $\mu\epsilon\rho\kappa\omicron\upsilon\pi\epsilon$  occurring dotted in P. Berol. 8010<sub>5</sub>, without diacritical points in P. Berol. 9165<sub>3</sub>, 10-12, 14, 16). The  $\mu\epsilon\rho\kappa\omicron\upsilon\pi\epsilon$  which is to be found in *PER* Inv. Ar. Pap. 11051<sub>4</sub> — also here without diacritical points — is obviously another person.

## 44

(Pl. VI)

Inv. n° 157 + 142 + 143. 15th Ġumâdâ I, 419 A.H. (11th June, 1028 A.D.).

Fine, white vellum, coloured yellow on the back. The document consists of three pieces, the largest (Inv. n° 157) measures 20.5 × 12.3 cm, the two smaller, 13.5 × 9 cm (Inv. n° 142) and 6.5 × 10.9 cm (Inv. n° 143). On the inner (flesh-)side a stipulation of a nuptial gift is written in 19 lines



by various hands in reddish-brown ink, diacritical points are almost entirely wanting. The main part of the document is written by the hand of the scribe A (ll. 1–14), ll. 15–19 by different witnesses (B l. 15, C l. 16, D l. 17, E l. 18–19). On the back there are 17 lines of an agreement concerning the inheritance and obligations of the contractor of the document on recto in respect to his wife Karîma. The main part of the document (ll. 1–13) is written in black ink by an elegant hand (F) preferring ligatures. Diacritical points are but sparsely added, but we observe ر as contrasted with ز. The signatures of witnesses (ll. 14–17) are by different hands in brown ink: hand G ll. 14–15, H l. 16–17 left side, J l. 17 right side. Above the *Basmala* three lines (18–20) are written in black ink by a rapid hand (K) at right angles to the main text for want of space below. The parchment has been folded from bottom to top, the width of the successive folds being  $1.5 + 2.1 + 4 + 4.8 + 5 + 3.7$  cm.

Place of discovery probably al-Uşmûnain.

The parchment is in a very bad state of preservation, the sides being badly jagged, the centre only being preserved.

Inv. No 142

Inv. No 157

- ١ بسم الله الرحمن الرحيم ————— [—————] ————— من الرحيم
- ٢ [هذا ما أصدق] صالح بن موسى الشعيري كريمة ابنة علي بن رجا الطح. [ان عند ما خ.] طبعها الى نفسها وهي يومئذ امرأة ايم [بكر]
- ٣ [بالغ في] صحة العقل والبدن جائزة الأمر لها وعليها وأبدلها بالصداق [العاجل والآجل دينارين و [ازنين]
- ٤ [جيد] ين أنقدها منها دينار واحد مقبوضا عند عقدة [نكاحها قب.] ضته منه تاما وافيا وابطائه [من ذلك]
- ٥ [براة قب.] ض واستيفا وعلى أن الدينار الآخر الذي هو بقية صداقها مؤخر لها عليه الى انقضى سنة واحد [ة]

1. بسم is provided with a diacritical point in the Ms.—2. In the group of letters following رجا the third and fourth letters are apparently smudged, but the fourth is at all events ه, ح or گ, the third ط.—4. دينار واحد is a slip of the pen for دينار واحد.



- ٦ [أولها في] النصف من جمدى الأولى من سنة تسع عشرة وأربعمائة  
وعليه أن يتق. إلى الله الكريم فيها ويحسن صحبتها وم. [عاشرتها]
- ٧ [ولا يضارها كما أمر الله عز وجل به في كتابه وسنة نبينا محمد ص. إلى  
الله عليه] وسلم في الامساك بمعروف أو التسريح [باحسان]
- ٨ [ . . . . . ] به الطاهرين أبا مولانا أمير المؤمنين [نين] الظاهر  
لاعزاز دين الله يحمل الدين المع. [ ]
- ٩ [ . . . . . ] له الام. [ . . . . . ]
- ١٠ [ . . . . . ] وتوكيد. لها اياه عمها ب. [ الطحان ]
- ١١ [ان تع. لرفا بها. ]
- ١٢ [الصداق الع. لاجل والآجل] لمسا في هذا الكتاب
- ١٣ [ . . . . . ] سب على ما ذكر ووصف فيه [ ]
- ١٤ [ . . . . . ] جميع ذلك كله ب. [ ]
- ١٥ [ . . . . . ] Inv. No 143
- ١٦ [شهد] ابراهيم بن علي بن هلبا بن محمد بن حمدان علي اقرار
- ١٧ [ . . . . . ] [أولى وهو العم المسمون في هذا الكتاب على . . . ]
- ١٨ شهد
- ١٩ الزوج

6. Only the Nûn of ويحسن is provided with a dot in the Ms. — 8. I am not able to decipher the strongly ligatured group of letters following a final - Lâm at the beginning of the line. — 9. There is nothing to be done with the remnants of this line. — 10. The last letter of الطحان is not certain and the following not clear. — 15. Only traces of about thirteen letters are to be discerned, a restoration of which is out of the question. — 16. For محمد the parchment shows مـ but it is likely that the witness who wrote in an elegant but strongly ligatured manner, intended a Mîn with the down stroke leading to Hâ. — 17. The words following الكتاب cannot be read with certainty.



1. In the name of God the Compassionate, the Merciful.

2. [This is what] Ṣâlih b. Mûsâ, the barley dealer, [has stipulated as a nuptial gift] to Karîma, daughter of 'Alî b. Raġâ, the mil[ler, after that he had ask]ed her personally for her hand in marriage, she being at that time an unmarried [adult]

3. [virgin, in a state of] (sound) mind and body, (and) capable of transacting her business both with respect to rights and obligations, and he has given in exchange [for her the nuptial gift], (part) paid cash down and (part) held over, two dînârs f[ull weight]

4. [good piec]es. He has paid to her of it one dînâr, taken at the conclusion [of her (contract) of marriage, which she has ta]ken over, fully, entire, and she has given him a quittance [for it]

5. [ by means of a recei]pt, (acknowledging that she has) received (it) and taken (it) over fully, and that the other dînâr, which is the remain[der of her nuptial gift, is outstan]ding to her credit and his debit till the expiration of one year,

6. [the beginning of which is in] the middle of Ġumâdâ I of the year four hund[red] and nineteen. [And it is his obligation to fea]r God, the gracious, in respect of her, and to render relationship to and li[fe with her] pleasing,

7. [and to do no harm to her, according to the ordinance of Go]d—He is mighty and sublime—in His book and to the rule of our Prophet Muḥammad—m[ay the blessing of God be upon him and] may He preserve him— in respect to keeping her in amenity or dismissing her [in kindness]

8. [.....]... the pure, the ancestors of our Sire, the Commander of the faith[ful] aḏ-Zâhir li-I'zâz dîn Allâh .....  
[ ]

9. [ ..... ] ..... [ ]

10. [and her having entrusted] with it her paternal uncle [So and So], the miller (?) [ ]...

11. [ that they both] are acquainted with her [ ]

12. [ the nuptial gift ,(part) immediately ex]igible and (part) held over, n[amed in this act .....]



13. [.....]... according to that which is mentioned and described therein [ ]

14. [ ] all this in its entirety [ ]

15. [ ] ..... [ ]

16. Ibrahîm b. 'Alî b. Halbâ' b. Muḥammad b. Ḥamdân is [wit]ness to [ the acknowledgment by .....]

17. [ the] sponsor, who is the paternal uncle named in this act [ ]

18. Witness is [ ]

19. the husband [ ]

2. It is preferable to read the calling of Ṣâlih شيرى "barley-dealer." (cf. AS-SUYÛTÎ *Lubb al-Lubâb*, p. 153, AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 335<sup>v</sup>), but the reading سعتري "thyme-vendor" (AS-SAM'ÂNÎ, *op. cit.*, fol. 298<sup>r</sup>) is not impossible. The person concerned here is of course different from the Ṣâlih b. Mûsâ mentioned in P. Cair. B.É. Ta'rîḥ n° 1771<sub>23</sub>. For the name كريمة, which occurs also in P. Cair. B.É. n° 146<sub>2</sub> referring to another person, cf. E. GRATZL, *Altarabische Frauennamen*, p. 79. The group of letters following رجا gives the reading طر[ان] "miller" as a calling (cf. n° 39<sub>14</sub>). For the formula عندما خطبها الى نفسها cf. n° 38<sub>3</sub> (p. 70).

6. The middle of Ġumâdâ I, 419 A.H., being probably also the date of the document, corresponds to the 11th of June, 1028 A.D. The supplement at the end of the line is suggested by PSR 186<sub>8</sub> ويحسن صحبتها ومعاشرتها ; cf. n° 41<sub>12</sub>.

8. The Fâtîmid Abu'l-Ḥasan 'Alî az-Zâhir li-I'zâz dîn Allâh was Chalif from the 10 th Du'l-Ḥiġġa, 411 A.H. to the 15th Ša'bân, 427 A.H. (27th March, 1021 A.D. to the 13th June, 1036 A.D.) ; cf. F. WÜSTENFELD, *Geschichte der Fatimiden - Chalifen* (Goettingen, 1881), pp. 219-226 and DR. ḤASAN IBRAHÎM ḤASAN, *al-Fâtîmiyyûn fî Miṣr*, Cairo, 1932, p. 160.

11. Cf. n° 41<sub>15</sub>.

16. For هلباء cf. HAIR AD-DÎN AZ-ZURKULÎ, *al-A'lâm qâmûs tarâġim li-'ašhur ar-Riġâl wa-n-Nisâ* III (Cairo, 1928), p. 1127.



The document *in verso* is for the greater part destroyed. The text contains the statements of the witnesses, who testify to the agreement drawn up in Rağab 427 A.H. before the court of al-Usmûnain between the wife of the deceased Şâlih b. Mûsâ and no doubt his family. It is a question of the outstanding dowry (*mahr*) to the amount of 1 dînâr (cf. here 1.5), further  $\frac{1}{4}$  dînâr and worn clothes, » [ ربع دينار وخلق کسی از رو ] « .

## 45

(Pl. V)

Inv. n° 145.

Last decade of Ġumâdâ II, 461 A.H.  
(17th to 26th April, 1069 A. D.)

Grey-yellow paper.  $23 \times 20.8$  cm. The document, a stipulation of a nuptial gift, is written in black ink in 23 lines by three hands: hand A (ll. 1-21) shows a very rough penmanship, hand B, writing the right half of line 22, is a fine educated hand with a general tendency to ligatures, hand C (line 22 left half, 23) a similar hand. Verso blank. The paper has been folded in the middle and then parallel to the lines from bottom to top, the width of the successive folds being:  $3.6 + 3.7 + 4.1 + 5.5 + 4$  cm.

Place of discovery probably al-Usmûnain.

In good condition.

The document is based upon the following data. Ḥasan b. Abi'l-Qadr married Diyâ, divorced her and then remarried her. According to the law of Islam for the remarrying a nuptial gift is of course indispensable, and this is fixed by the present contract (cf. E. FAGNAN, *Mariage et répudiation*, p. 138ff.; D. SANTILLANA, *Istituzioni di diritto musulmano Malichita*, p. 210).

On the other hand the fact that a sponsor is provided for the wife by the tribunal renders it probable that her parents were dead when the contract was drawn up. It is to be noticed that according to P. Berol. 15055 the virgin bride stands under the tutela of the tribunal of Ahmîm, and besides the sponsor, nominated by the above mentioned tribunal, the maternal uncle of the bride is also required to be present at the marriage ceremony.



- ١ [بسم الله] الرحمن [الرحيم]
- ٢ هـذ[ا] ما أصدق حسن بن المكنأ بأبو القدر الساكن يوميد مدينة  
[الأشمونين]
- ٣ ضيا ابنة عثام الطراف الساكنة يوميد بهذه المدينة المذ[كورة]
- ٤ وتزوجها به تزويجا مستأنفا إذ كانت زوجته به .... هذا .. [
- ٥ ودخل بها وأصابها وطلقها طلقة واحدة واسترجعها بهذا
- ٦ الصداق أصدقها أربعة دنائير مستنصرية جياذ العيون نقدها
- ٧ م[ن] ذلك دينارا واحدا قبضته منه لنفسها نقدا في يدها تاما وافيا
- ٨ وأبرأته منه ومن اليمين عليه براءة قبض واستيفى وأخرت الثلاثة دنائير
- ٩ الباقي مهرها عليه الى انقضى خمسة ليلي متواليات أولهن تاريخ
- ١٠ هذا الكتاب وعليه أن يتقى الله عز وجل فيها ويحسن صحبتها بالمعروف
- ١١ كما أمر الله سبحانه في كتابه وسنة نبيه محمد صلى الله عليه وعلى آله
- ١٢ وسلم تسليما وله عليها مثل ذلك ودرجة زائدة وولى تزويجها إياه بذلك
- ١٣ الشيخ أبو الفضل العباس بن هبة الله بن عفيف بأمر القاضى أبو القاسم
- ١٤ عبد الله بن على بن عبد الرحمن خليفة القاضى أبى الحسن مسرة
- بن عبد الله
- ١٥ على الحكم والصلاة والخطابة والقضا والمظالم بمدينة الأشمونين وأعمالها اليه
- ١٦ بكشف حالها وتزوجها وكيل المتولى ذلك وكشف عن حالها فوجها
- مستحقة

2. Only a small remnant of the Alif of هـذ is preserved. After مدينة the lower part of an Alif is visible belonging perhaps to the place-name الأشمونين which occurs in l. 15.—3. As half of the initial letter of ضيا is worm-eaten the restoration proposed is not certain though highly probable. The Yâ is dotted in the Ms.—The name after ابنة looks like عام but it seems that the clerk wrote originally Râ and altered the letter to Mîm.—4. In the group of letters following زوجته only هذا seems to be clear, I can suggest nothing here.—16. The Kâf and Šîn of وكشف are mutilated, but recognizable.



- ١٧ الناحية فزوجهها من الزوج المسما معها فيه باذنها ورضا وبالمهر المذكور عاجله
- ١٨ وأجله المذكورين في هذا الكتاب وشاهدى عدل شهدا له عليها بالرضا وقبل
- ١٩ الزوج من المتولى هذا النكاح ورضى به وألزمه نفسه بمخاطبة جرت بينهما على جميعه
- ٢٠ شهد على إقرار الزوجين والمتولى الشيخ بجميع ما فيه بعد أن قرئ عليهم فأقروا بتمهمه
- ٢١ بمعرفة جميعه وكتب في العشر الأخير من جمادى الآخر سنة إحدى وستين وأربعماية
- ٢٢ شهد على بن نجيد بن على المغربي على إقرار الزوجين والمتولى وكتب في تاريخه شهد على بن حفص بن على بن حفص على إقرار الزوجين
- ٢٣ والمتولى بما فيه وكتب في تاريخه

1. [In the name of God,] the Compassionate, th[e Merciful].
2. Thi[s is] what Ḥasan, son of the surnamed Abu'l-Qadr, residing at this time in the town of [al-Uṣmûnain], has stipulated (as a nuptial gift) to
3. Diyâ, daughter of 'Attâm, the tentmaker, residing at this time in this town men[tioned ]
4. and by it (the *ṣadâq*) he takes her anew in marriage, since she was his wife ..... this ... [ ]
5. and he had gone into her and obtained his enjoyment of her and had divorced her a single pronouncement, he has now taken her back by virtue of this
6. nuptial gift. He has stipulated to her four dînârs of Mustanşir, good gold-pieces, (and) he has paid to her

18. شاهدًا probably vernacular spelling for شاهدى .



7. one dînâr [there]of, which she has taken over from him for herself as a payment in her hand, full, entire,

8. fro[m] which she has released him and from his oath by means of a receipt (acknowledging that she has) received and taken it over fully ; and the three dînârs,

9. the remainder of her dowry, are outstanding to his debit till the expiration of five successive nights, reckoning from the date

10. of this act. And it is his obligation to fear God—He is mighty and sublime—in respect to her and to make relationship to her pleasing in amenity,

11. according to the ordinance of God—praise to Him—in His book and to the rule of His Prophet Muḥammad—may the blessing of God be upon him and upon his family,

12. and may He give him peace—and the same is her obligation towards him, but he is a rank higher. And the Šaiḥ

13. Abu'l-Faḍl al-'Abbâs b. Hibat Allâh b. 'Afîf has undertaken to give her in marriage to him for this (*ṣadâq*) by order of the Qâḍî Abu'l-Qâsim

14. 'Abdallâh b. 'Alî b. 'Abd ar-Raḥmân—, the representative of the Qâḍî Abu'l-Ḥasan Masarra b. 'Abdallâh, entrusted with

15. the jurisdiction and the conduct of prayer(s) and the office of preacher and the pronouncing of judgements and the deciding of complaints in the town of al-Uṣmûnain and its districts—to him that he should

16. enquire into her state. And this representative of the guardian has given her in marriage, and has enquired into her state, and he has affirmed her full title to

17. the status of a married (woman). So he married her to the husband named together with her herein, by her will and her consent, and by virtue of the above mentioned dowry, (part) immediately exigible

18. and (part) held over, both mentioned in this act. And two just witnesses have testified on his behalf with regard to her consent and the acceptance by the husband of



19. this marriage from the guardian; and so he has agreed to it and has bound himself by it on the basis of the discussion which took place between them both with regard to it all.

20. (The following witnesses) have testified to the acknowledgment by the couple and the guardian, the Šaiḥ, of all that (is contained) herein, after its having been read to them. Thus they have acknowledged that they have understood it

21. (and) that they comprehend it entirely, and it has been written in the last decade of Ġumâdâ II of the year four hundred and sixty one.

22. 'Alî b. Nuğaid b. 'Alî, the Mağribî, is witness to the acknowledgment by the couple and the guardian, and he has written (it) on its date. 'Alî b. Ḥafṣ b. 'Alî b. Ḥafṣ is witness to the acknowledgment by the couple

23. and the guardian of what is herein, and he has written (it) on its date.

2. For the town of al-Ušmûnain, mentioned frequently in the papyri, see A. GROHMANN, *Probleme der arabischen Papyrusforschung*, p. 386 ff., and cf. herein n° 64<sub>4</sub>, 65<sub>2</sub>, 66<sub>2</sub>, 68<sub>3</sub>, 69<sub>6</sub>, 71<sub>3</sub>, P. Cair. B. É. n° 79<sub>1</sub>, 146<sub>8</sub>, 162<sub>3-6</sub>, 16.

3. For ضياء see E. GRATZL, *Die altarabischen Frauennamen*, p. 75. The name of the bride's father may be عَنَام or غَنَام or غَنَام (cf. AD-DAHABÎ, *Muṣṭabih*, p. 350, 388). The calling الطراف occurs also in n° 41<sub>20</sub>.

5. Prof. J. SCHACHT points out that the term استرجاع here refers to a remarriage (*tağdîd nikâḥ*) after the 'idda, and not, as is usually the case, the revocation of the *talâq* during the 'idda.

6. Dînârs of the Fâtimid al-Mustansîr billâḥ (427-487 A.H.) are frequently mentioned in the papyri, e.g. n° 64<sub>14</sub>, 66<sub>13</sub>, 68<sub>11</sub>, 71<sub>16-17</sub>; P. Berol. 8169<sub>4</sub>, 9160<sub>7</sub>, 15022<sub>5</sub>, 8217<sub>4</sub>.

13. There are several possibilities of reading the name عفيف; according to AD-DAHABÎ, *Muṣṭabih*, p. 367 we have the choice between عَفِيف and عَفِيف, but I prefer the former as the more common.

14. The same Qâḍî is mentioned in P. Berol. 15022<sub>12</sub> ([أ]بى الحسن مسرة بن عبد الله).



15. The town of al-Ušmûnain was the seat of a tribunal which is mentioned several times in the papyri, e.g. in P. Cair. B.É. n° 157<sup>v</sup> مجلس الحكم بمدينة الاشمونين, PERF n° 1156<sub>2-3</sub>, PER Inv. Chart. Ar. 7329, 7352, 8108 مجلس الحكم العزيز بمدينة الاشمونين (cf. *MPER* II/III [1887], p. 89).

18. The formula وشاهدى عدل شهدا له عليه occurs also in P. Berol. 15022<sub>15</sub>.

21. The last decade of Ġumâdâ II of the year 461 A.H. corresponds to the period between 17th and 26th of April, 1069 A.D. For the manner of dating followed here cf. n° 40<sub>11</sub>, p. 85.

22. The patronymic of the witness is either دَحَابِي (AD-DAHABÎ, *Muštābih*, p. 25) or دَحَابِي the long vowel â being omitted. This name occurs occasionally in the papyri (PER Inv. Ar. Pap. 25<sub>2</sub>, 1874, 1875; PERF n° 589, cf. *MPER* II/III [1887], p. 262 note 3) its Greek transcription is δαβί (cf. C. WESSELY, *Stud. Pal.* VIII, n° 1184, p. 196 and n° 1200, p. 198). The *nisba*, to be read الْمَغْرَبِي (AS-SUYÛTÎ, *Lubb al-Lubâb*, p. 249) or الْمَغْرَبِي (AD-DAHABÎ, *Muštābih*, p. 492) or الْمَغْرَبِي (AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 538<sup>r</sup>) occurs frequently in the papyri, e.g. n° 68<sub>23</sub>; PERF n° 912<sub>2</sub>, 1090<sub>3</sub>; P. Berol. n° 15052<sub>27</sub>. 'Alî b. Ḥafṣ. b. 'Alî b. Ḥafṣ has witnessed also in n° 66<sub>24</sub>.

## 46

Inv. n° 116.

Third Century A.H. (ninth Century A. D.)

Yellow-brown, fine papyrus. 6.2 × 10 cm. The declaration of the two witnesses, appertaining to a contract of marriage, is written in black ink across the horizontal fibres by the clumsy hand of the first witness who signed also for the second. The script points to the third century of the Hġra, diacritical points are wanting. Verso blank. The papyrus has been folded parallel to the lines from bottom to top, the width of the successive folds being 1.1 + 1.5 + 1.9 + 1.7 cm.

Place of discovery unknown.

In good condition, only the last five lines of the right half of the document being preserved.



- ١ شهد على ذلك خ[ضر بن عبد . . . على اقرار]  
 ٢ أبي العباس بمعرفة <هـ> وجم[يع ما في هذا]  
 ٣ الكتاب الصداق وكتب [شهادته بخطه]  
 ٤ وشهد حمدون بن ميمو[ن بجميع ما فيه]  
 ٥ وكتب عنه خضر بن عبد[د]

1. (The following witnesses) have testified to it. H[adir b. 'Abd. ....  
 (is witness) to the acknowledgment]

2. by Abu'l-'Abbâs that he has understood (it) and al[l that (is con-  
 tained) in this]

3. agreement concerning the nuptial gift, and he has written [his  
 testimony in his (own) handwriting].

4. Ḥamdûn b. Maimû[n] is witness[to all that (is contained) herein],

5. and Ḥadir b. 'Ab[d ] has written (it) for  
 him.

1. As the two last lines are written by the hand of Ḥadir b. 'Abd....  
 it is very likely that this name is to be supplied in l. 1.

4. The man concerned here is probably identical with the Ḥamdûn  
 b. Maimûn named in the document PER Inv. Ar. Pap. 980<sub>3</sub> (dated last  
 Hatyr 244 A.H., i.e. Wednesday, the 22nd March, 859 A.D.).

## 47

Inv. n° 101.

Light brown paper. 11.6 × 13.2 cm. On recto four lines written in  
 black ink by the four different hands of the witnesses, on verso a private  
 letter, written by a rough hand in dark-green ink, diacritical points are wan-  
 ting. The paper has been folded at first parallel to the lines from bottom  
 to top (the width of the successive folds being 2.6 + 3.2 + 3.5 + 2.3 cm),  
 then from the right to the left, the width of the successive folds being  
 1.1 + 0.6 + 1.9 + 1.4 + 1.3 + 1.3 + 1.5 + 0.8 + 0.8 + 1.3 + 0.6 cm.

Place of discovery unknown.

In good condition.



- ١ شهد الحسين بن ابرهيم على اقرار الزوج والولى بجميع [ما فيه وكتب  
شهادته بخطه]
- ٢ شهد موسى بن أحمد بن الحسن على اقرار الزوج والولى بجميع ما فيه  
وكتب [ب شهادته بخطه]
- ٣ شهد عصفور بن حسن بن مومل على اقرار الزوج و[الولى بجميع  
ما فيه وكتب شهادته بخطه]
- ٤ شهد مسلم بن على بما فيه وكتب بخطه [

1. al-Ḥusain b. Ibrahîm is witness to the acknowledgment by the husband and the sponsor of all [that (is contained) herein, and he has written his testimony in his (own) handwriting].

2. Mûsâ b. Aḥmad b. al-Ḥasan is witness to the acknowledgment by the husband and the sponsor of all that (is contained) herein, and he has writ[ten his testimony in his (own) handwriting].

3. 'Uṣfûr b. Ḥasan b. Mu'ammal is witness to the acknowledgment by the husband and [the sponsor of all that (is contained) herein, and he has written his testimony in his (own) handwriting].

4. Muslim b. 'Alî is witness to all that (is contained) herein, and he has written in [his (own)] hand[writing].

## 48

(Pl. VII)

Ta'rîḥ n° 1871. Last Ṣafar 233 A.H. (15th October, 847 A.D.).

Reddish leather. 48.5 × 23 cm. The bill is written in black ink by the hands of twenty-four different persons, some of whom show a very rough penmanship. Diacritical points occur sparsely. In l. 33 a slanting dash is put over Sîn and Šîn. *In recto* (on the inner side) there are thirty five lines, one line (35) being written on the margin lengthwise. The signa-

2. بن الحسن was added later above the line by the same writer.



tures of the witnesses are continued on the lower part of the back, in the right upper corner of which the consignment of the document is given. So we have here to do with a real opistograph, and it may be noticed that this arrangement of the same text, which fills in general only one side, occurs very seldom (cf. *CPR* III, I, 1, p. 33). The document has been rolled and tied with a thin leather strip drawn through the middle of the upper margin and sewed on.

As the contract n° 56 concerning the sale of a house in Edfû was drawn for the creditor of this bill, it is not impossible that the present document also was found in the same place. For the most part it is in a fairly good condition, the ink being faint only in a few places.

Old signature 'umûmîya 27807.

The present text affords an interesting example of the *hawâla* viz. a bill of exchange for the outstanding portion of a bride's nuptial gift, which falls due.

- ١ بسم الله الرحمن الرحيم
  - ٢ ذكر حق يونه ابنت حليصى على زوجها يزيد بن قاسم
  - ٣ الجرار عليه عشرة الدنانير وزن المئاقيل الحديد عينا
  - ٤ ذهباً نقد جيد وهذا العشرة الدنانير حالة
  - ٥ ليونه ابنت حليصى على زوجها يزيد بن قاسم الجرار
  - ٦ والعشرة الدنانير بقية صداقها ومن قام بالذكر الحق
  - ٧ اقتضاه ومن أحالت عليه أقر لها بحققها شهد على ذلك
  - ٨ اليسع بن عيسى وهو كاتب الصك وشهادته في انسلاخ
  - ٩ صفر سنة ثلث وثلثين وماتين ::
  - ١٠ وموسى بن هرون بن أبي هرون وكتب شهادته على يزيد الجرار
- بجميع ما في

5. *لونه* is dotted thus in the Ms. — 10. The first Yâ of *يزيد* is pointed in the archetype.



١١ هذا الصك وشهادته في شهر ربيع الأول من سنة اثنين وثلثين ومائتين

(Handmark)

١٢ شهد داود بن سليمان على اقرار يزيد بن قاسم الجرار بجميع ما في

١٣ هذا الكتاب في شهر ربيع الأول من سنة ثلاثة وثلثين ومائتين

١٤ شهد لقمان بن سليمان على اقرار يزيد بن قاسم الجرار بجميع ما في هذا

١٥ الكتاب وشهادته في انسلاخ صفر سنة ثلاثة وثلثين

١٦ شهد اليسع بن عبد الوهاب على اقرار يزيد الجرار بجميع ما في هذا

الكتاب

١٧ في شهر ربيع الأول من سنة ثلاثة وثلثين ومائتين ٥٨٢

١٨ شهد عبد الكريم بن موسى على اقرار يزيد الجرار بجميع ما في هذا

الكتاب

١٩ وعبد الله بن موسى وكتب شهادته بخطه سنة ٥٨٢

٢٠ وعبد الصمد بن عبد الرحمن بن اسمعيل وكتب شهادته بخطه (Pentagram)

٢١ شهد رفاعة بن اسحق على يزيد بن قاسم الجرار بجميع ما في

٢٢ هذا الكتاب وشهادته في شهر ربيع الأول سنة ثلاثة وثلثين ومائتين

٢٣ شهد يحيى بن صفوان المرادي على يزيد بن قاسم الجرار بجميع ما في هذا

٢٤ الصك وشهادته في شهر ربيع الأول من سنة ثلاثة وثلثين ومائتين

٢٥ شهد مـ[حم]ـد بن جرى الأبرى على يزيد بن قاسم الجرار بجميع

ما في هذا الصك وشهادته في صفر سنة ثلاثة

15. There is a blank space after ثلثين in the original, the scribe has evidently omitted ومائتين either by inadvertance or intentionally. — 25. The *ism* of the witness is hardly discernable, but perhaps محمد would be consistent with the very faint traces visible. The reading الأبرى is not quite certain, perhaps الأزدي would also be possible; cf. for this *nisba* n° 51<sub>30</sub>, p. 129.



٢٦ وثلاثين وماتين

٢٧ شهد عبد الرحمن بن عباس بن عبد الرحمن بن سلام القرشي على اقرار  
يزيد بجميع ما في هذا الكتاب

٢٨ وعبد الله بن زكري وكتب شهادته على اقرار يزيد بجميع ما في هذا  
الكتاب (Handmark)

٢٩ شهد عبد الله بن الحجاج على اقرار يزيد الدباغ بجميع ما في هذا الكتاب  
(Handmark)

٣٠ في ذى الحجة سنة خمس وأربعين ومائتين وأحمد بن موسى وكتب  
شهادته بخطه

٣١ وعبد الصمد بن هرون وكتب شهادته بخطه

٣٢ وحميد بن عبيد وكتب شهادته بيده بجميع ما في هذا

٣٣ الكتاب وعمر بن محمد بن عمران وكتب شهادته على اقرار يزيد بن قاسم  
الجرار في شوال سنة خمس

٣٤ < وأربعين > وماتين

٣٥ وحسين بن علي الخراساني وكتب شهادته على اقرار يزيد بن قاسم الجرار  
بجميع ما في هذا الصك وعيسى بن موسى وكتب شهادته بخطه

٤٤ كتاب

٤٥ فيه صداق يونه

٣٦ وعلي بن مومل وكتب شهادته على اقرار يزيد بن قاسم الدباغ

٣٧ بجميع ما في هذا الصك ومحمد بن مومل وكتب

٣٨ شهادته بخطه ومحمد بن أحمد وكتب

28. At the end of the line a handmark is placed over the Bâ of الكتاب, but the form cannot very well be described (cf. p. 81).



- ٣٩ شهادته بخطه وحاتم بن المسيب وكتب  
 ٤٠ شهادته بخطه وعبد الله بن محمد  
 ٤١ بن علي وكتب شهادته بخطه  
 ٤٢ ومسرور بن ميمون وكتب شهادته بخطه  
 ٤٣ وعلي بن حسين بن علي الخراساني وكتب شهادته بخطه (Hexagram)

## Recto :

1. In the name of God, the Compassionate, the Merciful.
2. Record of what is due to Yûna, daughter of Ḥelîṣâ, from her husband Yazîd b. Qâsim,
3. the leather-bottle merchant; he owes ten dînârs of new standard-weight gold -
4. coins, good pieces, and these ten dînârs fall due
5. to the credit of Yûna, daughter of Ḥelîṣâ, to the debit of her husband Yazîd b. Qâsim, the leather-bottle merchant;
6. and the ten dînârs are the remainder of her nuptial gift, and whoever presents himself with (this) written obligation
7. shall receive (its amount), and he to whom she cedes (the bill) thereby recognizes her right (to obtain payment). (The following witnesses) have testified to it:
8. Al-Yasa' b. 'Îsâ, who is the writer of the bill, and his testimony has been given on the last of
9. Ṣafar of the year two hundred and thirty three. (Paragraph sign).

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29. The name of the witness is not clearly to be made out, the ink being faded, in some parts to invisibility. The group **عبد** is pretty certain, but the reading of the following letters can be suggested only with reservation. — 30. The handmark after **مائين** looks like **مم** (cf. p. 81). — 31. The signification of the two dots below **الصمد** is not clear. — 32. Bâ of **بن** is provided with a dot in the Ms. — 34. The witness has forgotten to put in **واربعين**. — 36. The patronymic looks like **مزل** but si probably to be read **مؤمل**. — 43. **لي** of **علي** and **ده** is very faint in the original.



10. And Mûsâ b. Hârûn b. Abî Hârûn, who has written his testimony to the obligation of Yazîd, the leather-bottle merchant, with regard to all that (is contained) in

11. this bill, and his testimony has been given in the month of Rabî' I of the year two hundred and thirty two. (Handmark).

12. Dâwûd b. Sulaimân is witness to the acknowledgment by Yazîd b. Qâsim, the leather-bottle merchant, respecting all that (is contained) in

13. this act in the month of Rabî' I of the year two hundred and thirty three.

14. Luqmân b. Sulaimân is witness to the acknowledgment by Yazîd b. Qâsim, the leather-bottle merchant, respecting all that (is contained) in this

15. act, and his testimony has been given on the last of Şafar of the year (two hundred) and thirty three.

16. Al-Yasa' b. 'Abd al-Wahhâb is witness to the acknowledgment by Yazîd, the leather-bottle merchant, respecting all that (is contained) in this act,

17. in the month of Rabî' I of the year two hundred and thirty three, 233.

18. 'Abd al-Karîm b. Mûsâ is witness to the acknowledgment by Yazîd, the leather-bottle merchant, respecting all that (is contained) in this act.

19. And 'Abdallâh b. Mûsâ, and he has written his testimony in his (own) handwriting (in the) year 233.

20. And 'Abd aş-Şamad b. 'Abd ar-Rahmân b. Ismâ'îl, and he has written his testimony in his (own) handwriting. (Pentagram).

21. Rifâ'a b. Ishâq is witness to the obligation of Yazîd b. Qâsim, the leather-bottle merchant, respecting all that (is contained) in

22. this act, and his testimony has been given in the month of Rabî' I of the year two hundred and thirty three.

23. Yahyâ b. Safwân, the Murâdite, is witness to the obligation of Yazîd b. Qâsim, the leather-bottle merchant, respecting all that (is contained) in this



24. bill, and his testimony has been given in the month of Rabî' I of the year two hundred and thirty three.

25. Mu[ḥamm]ad b. Ġurayy, the needle-maker, is witness to the obligation of Yazîd b. Qâsim, the leather-bottle merchant, respecting (all) that (is contained) in this bill, and his testimony has been given on Şafar of the year

26. two hundred and thirty three.

27. 'Abd ar-Raḥmân b. 'Abbâs b. 'Abd ar-Raḥmân b. Salâm, the Qoraşite, is witness to the acknowledgment by Yazîd respecting all that (is contained) in this act.

28. And 'Abdallâh b. Zakariya, and he has written his testimony to the acknowledgment by Yazîd respecting all that (is contained) in this act. (Handmark).

29. 'Abdallâh b. al-Ḥaġġâġ is witness to the acknowledgment by Yazîd, the tanner, respecting all that (is contained) in this act (Handmark),

30. in Du'l-Ḥiġġa of the year two hundred and forty five. And Aḥmad b. Mûsâ, and he has written his testimony in his (own) handwriting.

31. And 'Abd aṣ-Şamad b. Hârûn, and he has written his testimony in his (own) handwriting.

32. And Ḥumaid b. 'Ubaid—and he has written his testimony with his (own) hand—concerning all that (is contained) in this

33. act. And 'Umar b. Muḥammad b. 'Imrân is witness, and he has written his testimony to the acknowledgment by Yazîd b. Qâsim, the leather-bottle merchant, in Şawwâl of the year two

34. hundred and < forty > five.

35. And Ḥusain b. 'Alî, originating from Ḥurâsân, and he has written his testimony to the acknowledgment by Yazîd b. Qâsim, the leather-bottle merchant, respecting all that (is contained) in this bill. And 'Îsâ b. Mûsâ, and he has written his testimony in his (own) handwriting.

Verso :

36. And 'Alî b. Mu'ammal, and he has written his testimony to the acknowledgment by Yazîd b. Qâsim, the tanner,

37. respecting all that (is contained) in this bill. And Muḥammad b. Mu'ammal, and he has written



38. his testimony in his (own) handwriting. And Muḥammad b. Aḥmad, and he has written

39. his testimony in his (own) handwriting. And Ḥâtîm b. al-Musayyab, and he has written

40. his testimony in his (own) handwriting. And 'Abdallâh b. Muḥammad

41. b. 'Alî, and he has written his testimony in his (own) handwriting.

42. And Masrûr b. Maimûn, and he has written his testimony in his (own) handwriting.

43. And 'Alî b. Ḥusain b. 'Alî, originating from Hurâsân, and he has written his testimony in his (own) handwriting. (Hexagram).

44. Document

45. containing the nuptial gift of Yûna.

2. The pointing of the name **يونه** which corresponds perhaps to a shortened form of **ΙΩΣΑΝΝΑ** is rendered certain by PER Inv. Ar. Pap. 102<sub>4</sub>, where a **يونه امرات بسوه** is fully pointed. The name occurs here partially dotted in 1.5 (**ليونه**). The same person is named in the deed of sale n° 56<sub>2, 7, 9-13, 15, 21</sub>, where the patronymic is written **حليصا** representing **Ἐλισά τῆς Ἀλφειᾶς**. The rendering **حليصى** could also be a vulgar form of **Ἐλισά**, but is more probably a variant form (with *Alif maqsûra*) of the former. Also a shortened form of **ΖΕΛΙΚΑΙΟC** (H. R. HALL, *Coptic and Greek texts of the Christian Period*, London, 1905, p. 96) comes under consideration.

3. The calling could be read as **خَرَّاز**, **خَزَّاز**, **جَزَّاز** or **جَرَّاز** (cf. n° 39<sub>14</sub>); but as Yazîd b. Qâsim is designated here (1.29, 36) and in n° 56<sub>36, 38</sub> as a tanner (**الدباغ**) I prefer to read **الجَزَّاز** "leather-bottle merchant," which calling can be considered as in some sort related to that of a tanner. In fact **الخَزَّاز** could come under consideration, seeing that the old Arabic lexicographers apply the term to all who sew leather, and later particularly to the cobbler. In Southern Arabia the *harrâz* does not only make all kinds of leather tubes, belts and travelling-bags but also footwear (cf. C. COMTE DE LANDBERG, *Études sur les dialectes de l'Arabie méridionale*, I, Leiden, 1901, p. 247 ff.) and it is easy to under-



stand that in Egypt also the leatherworker should be associated with the tanner. For the passage *وزن المناقيل الحديد*, cf. *ستة دنانير عينا ذهباً وزناً بالمناقيل الحديد* in an Arabic leather-roll dated 238 A.H. and found in Edfû (Inv. n° 9818, see p. 81) l. 10 and PERF n° 695<sub>2</sub> *أربعة دنير مناقيل بالحديد* (J. v. KARABACEK, *Der Papyrusfund von el-Faiyûm*, (Akad. Wien Denkschr. XXXIII [1883], p. 230 and 233) and infra n° 57<sub>9</sub>, 58<sub>6</sub>, 59<sub>6</sub>. We encounter a similar expression in IBN AN-NADÎM, *Kitâb al-Fihrist*, I, p. 5<sub>14</sub> (ألف درهم فضة كيلاً بالحديدة).

6. Similar formulae are: *ومن قام بهذا الذكر الحق فهو ولي ما فيه* occurring in PER Inv. Ar. Pap. 8140<sub>1-2</sub> and J. SCHACHT, *Das kitâb adkâr al-ḥuqûq war-ruhûn aus dem al-ġami' al-kabîr fiš-šurûṭ des Abû Ġa'far Aḥmad ibn Muḥammad at-Taḥâwî*, p. 4<sub>10</sub> ff.; *و[من] [اقام ب] ذكر الحق اقتضا به* in PERF n° 617<sub>5-6</sub> and *و[من] [اقام ب] ذكر* in P. Berol. 6625<sub>4</sub>, PER Inv. Ar. Pap. 272<sub>4</sub>. A similar clause containing the right of cession is found already in Demotic written obligations, as e.g. in the Turin papyrus n° 174<sub>18</sub>, mentioned by E. RÉVILLOUT, *Chrestomathie démotique* (Paris, 1880), p. XLVI: Qu'il apporte son écrit; qu'on l'accomplisse à son égard.

7. For the passage *شهد على ذلك* cf. n° 38<sub>19</sub>. (p. 73).

8. The naming of the writer of the document, who was here identical with one of the witnesses, represents one of the very rare instances I have mentioned above (cf. n° 39<sub>19</sub>, p. 82). Conforming to l. 17 the same man wrote the deed of sale n° 56.

8/9. The last Šafâr 233 A. H. corresponds to the fifteenth October, 847 A. D.

11. The Rabî' I 232 A.H. began at the 26th October and ended with the 25th November, 846 A.D. For the paragraph sign ∴ at the end of the line cf. CPR III, I, 1, p. 73 and the remarks on n° 56<sub>26</sub> (p. 168), for the signification of the slanting dash put over it p. 82.

At the end of the line a sign looking like a cursive α crossed by two slanting strokes is visible which may be regarded as the handmark of the scribe. Cf. the remarks on n° 39<sub>13</sub>, p. 81.

13. For the form *مايتي* cf. P. Cair. B.É. n° 183<sub>4</sub>, 273<sub>8</sub> (ماتي) and CPR III, I, 2, n° 175 (p. 170 ff.)



17. The witness signing here has added to the fully written Arabic date the year in Greek numerals also. The same practice is to be observed in P. Cair. B. É. n° 213<sub>2</sub>, PERF n° 762<sub>7-8</sub>  $\sigma\mu\lambda$  وماتين (8) لخراج سنة احدى وأربعين, PERF n° 736<sub>23</sub>  $\sigma\lambda\delta$  في صفر من سنة أربعة وعشرين وماتين.

19. For the substituting of the Greek numeral for the Arabic date cf. the remarks on n° 39<sub>19</sub>, p. 81. For the slanting stroke cf. l. 9.

20. The pentagram at the end of the line is no doubt to be regarded as a magic sign the protecting influence of which is supposed to prevent any misuse of the name, emphasizing at the same time the end of the subscription and preventing thus any later addition to the text. Cf. n° 56<sub>24</sub>. Respecting the signification of this sign as also of the hexagram for the same purpose to be found in l. 43 see H. A. WINKLER, *Siegel und Charaktere in der muhammedanischen Zauberei, Studien zur Geschichte und Kultur des islamischen Orients* VII (Leipzig, 1930), p. 119-127.

23. The *nisba* al-Murâdî occurs very frequently in the papyri (PERF n° 646 E 15; PER Inv. Ar. Pap. 191<sub>13, 17</sub>, 541<sub>12</sub>, 8669<sub>2</sub> 9020<sub>3-4</sub>; PSR 81<sub>11</sub>; P. Berol. 8181<sub>5-6</sub>, 8182<sub>5</sub>, 11980<sub>2, 5, 19</sub> 15001 passim, 15006<sub>2, 35</sub>) and is also mentioned on Arabic tomb-stones found in Egypt (cf. N. RHODOKANAKIS in *Islam* II [1911], p. 326).

25. The patronymic of the witness can be read جَرِّي but the reading may equally well be either جَزِّي or جَزِي or حَرِّي (cf. AD-DAHABÎ, *Muṣṭabih*, p. 103 f.). For the calling الإبري "needle-maker" cf. AS-SUYŪṬÎ, *Lubb al-Lubâb* p. 6; AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 16<sup>r</sup>, 16<sup>v</sup>.

27. For the *nisba* القرشي cf. n° 38<sub>2</sub>, p. 69 ff.

28. The same man occurs in n° 56<sub>19</sub> as a witness.

29. The same witness occurs in n° 56<sub>25</sub>.

30. The month of Du'l-Hiğga of the year 245 A.H. began on 27th February, 860 A.D. and ended with 28th March of the same year. It is very remarkable that the witnesses in l. 30 and 33-34 did not place their signatures to the document until after the lapse of twelve years. The other witnesses did indeed sign at different times (l. 11 is of the month of Rab'î I, 232 A.H., ll. 8/9, 15 of the end of Şafar 233 A.H., ll. 17, 22, 24 of the following month Rab'î I) but these discrepancies are not so considerable.

According to J. SCHACHT the *igrâr* of the husband appears to have been taken up again after twelve years; at least during this period the written obligation had not been presented for payment.



Aḥmad b. Mûsâ has also assisted as a witness in the document n° 56<sub>33</sub>.

31. The same man has signed in n° 56<sub>31</sub>.

32. This witness has written his testimony also in n° 56<sub>32</sub>. For the two possibilities of reading the name حميد cf. n° 42<sub>2</sub>, p. 93.

33. The Šawwâl of the year 245 A.H. began on 30th December, 859 A.D. and ended with 28th January, 860 A.D.

35. Ḥusain b. 'Alî al-Ḥurâsânî and 'Îsâ b. Mûsâ have signed as witnesses in n° 56<sub>34,35</sub>. Ḥurâsânians are mentioned very seldom in the papyri; besides the son of our Ḥusain, named in l. 43, an instance of this *nisba* is found in P. Berol. 6803<sub>8</sub> (BAU n° 15). For the signification of the slanting strokes here and in ll. 38-42 cf. the remarks on n° 39<sub>27</sub> (p. 82).

36. The same person occurs in n° 56<sub>37</sub> as a witness. I regard him as as a brother of the witness named in the following line.

## 49

(Pl. VI)

Inv. n° 173. Raġab 297 A.H. (16th March to 15th April, 910 A.D.)

Whitish-yellow, fine papyrus. 25 × 24.5 cm. The text of the acknowledgment of the receipt is written in black ink across the horizontal fibres. Diacritical points are lacking. Verso blank; 5.6 cm below the upper margin a *collesis* is discernable. The papyrus has been folded parallel to the lines.

Place of discovery unknown.

In good condition. In the middle of the text a gap.

ن[سخ]ت	١
بسم الله الرحمن الرحيم	٢
٣ [شم-]د [م-]ن أ[ثبت] ش[ه-]دته في آخر هذا البراءة على إقرار أم	٣
ع[ ] زوجة جبريل بن جعفر الجدي انها	ع

1. Only scanty remains of an initial Nûn and a final Tâ are preserved.

3. Only a part of Dâl of شهد, the Nûn of من and the Alif of أثبت survive; the Medial-Hâ in شهدته, the long vowel â of which is not expressed, has fallen out through the gap, but the top of the letter is visible. The tail of Mîm in ام has gone, as also the lower part of the second Râ in the preceding إقرار.



٤ قبضت من زوجها جبريل بن جعفر دينارين مثاقيل [ط]رى [جيا]د  
 عن معجل صداقها وحازت وأبر(ء)ت زوجها جبريل بن جعفر  
 ٥ من هاذين الدينارين براءة قبض واستيفا وذلك فى رجب من سنة سبع  
 وتسعين وماتين شهد على ذلك

1. [Copi]ed.

2. In the name of God, the Compassionate, the Merciful.

3. [Tho]se who have s[et] their sig[na]tures at the end of this receipt [have been witnesses] to the acknowledgment by Umm 'A [ ], the wife of Ġibrîl b. Ġa'far, originating from Ġudda, that she has

4. taken over from her husband, Ġibrîl b. Ġa'far, two dînârs *mitqalî* [newly minted, good pieces], from that which is immediately exigible of her nuptial gift, she has taken it into her possession, and has given a quittance to her husband, Ġibrîl b. Ġa'far,

5. for these two dînârs by means of a receipt, (acknowledging that she has) received and taken (them) over fully, and this in Raġab of the year two hundred and ninety seven. (The following witnesses) have testified to it.

1. The restoration is assured by the passports P. Paris Arab. M.N. 4633 and 4634 published by A. SILVESTRE DE SACY in *MIRF* IX (1831), p. 68-71 where the note نسخت occurs also separated by a large blank space from the line containing the *Basmala* (cf. *CPR* III, I, 1, p. 19). The fact that also private documents have been copied follows from P. Wessely A. 75+B. 253<sub>6</sub>, emphasizing that two copies were executed on one original (على نسختين لمشفًا واحدًا). For the same practice in Greek documents see *P. Oxy.* III, n° 507 l. 36-38, VII, n° 1040 l. 30 ff., X, n° 1276 l. 17 ff. Cf. also F. PONS BOIGUES, *op. cit.*, n° 65 (p. 147), 84 (p. 181); J. SCHACHT, *Das kitāb aš-šuf'a aus dem al-ġāmi' al-kabir fiš-šurūt. des Abū Ġa'far Aḥmad ibn Muḥammad at-Taḥāwī* (*SB Akad. Heid.* 1929/30, 5. Abh.) p. 77, 13.

4. The two words following مثاقيل are much mutilated, but the existing remnants suit very well the supplement suggested. Some confirmation of the reading is given by the fact that in n° 38<sub>6</sub> and in other papyri the same passage is to be found with the same context.



3. The introductory formula is supplied here in conformity to P. Cair. B.É. 142<sup>v</sup> (شهد من اثبت شهادته آخر هذا الكتاب). The vocalisation of the *nisba* الجدى occurring dotted in P. Cair. B.É. Ta'rîh n° 1735/5 l. 9/10, may be الجدى or, relating to the harbour of Makka, الجدى (cf. AD-DAHABÎ, *Muṣṭabih*, p. 95; AS-SUYŪTÎ, *Lubb al-Lubâb*, p. 61; AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 124<sup>v</sup>).

5. The Rağab 297 A.H. began on 16th March and ended with 15th April, 910 A.D.

## 50

(Pl. VI)

Inv. n° 108.

III<sup>d</sup> Century A.H. (ninth Century A.D.).

White, in several places rust-coloured vellum. 8.3 × 17.5 cm. The declaration of the witnesses affirming the receipt of the nuptial gift by the bride, is written in black ink on the inner (flesh) side. The elegant, educated hand, resembling that of old *Mağribî*-MSS, [observe the curved form of Alif with the thick top, the large initial-'Ain, the triangular Dâl] points to the third century of the Hîgra. Diacritical points are added frequently. Verso blank.

Place of discovery probably al-Uṣmûnain.

In good condition but only the top of the document is preserved.

بسم الله الرحمن الرحيم ١  
 شهد الشهود المسمون في هذا الكتاب شهدوا جميعا ٢  
 على إقرار قطامة ابنت نصر الفران الساكنة مدينة ٣  
 أشمون وقد اثبتوها وعرفوها معرفة صحيحة باسمها ٤

3. إقرار is dotted in the Ms. — 4. Ms. أشمون وقد وعرفوا (fully dotted).



٥ وبنسبها أنها قبضت من زوجها موسى بن منصور [إلا ... عن]

٦ معجل صداقها الذي عقد به إليها [

1. In the name of God, the Compassionate, the Merciful.

2. The witnesses named in this act have testified, and have collectively testified,

3. to the acknowledgment by Qaṭâma, daughter of Naṣr, the baker, residing in the town

4. of Ašmûn, whom indeed they know perfectly well both by her name

5. and by her relationship—that she has received from her husband Mûsâ b. Mansûr the ...[..... from]

6. that which is immediately exigible of her nuptial gift which he has stipulated for [her ..... x ..... dînârs ]

3. Besides نَصْر, which name occurs very frequently, also نَصْر and نَصْر are possible; cf. AD-DAHABÎ, *Muštabih*, p. 528 ff.

4. For the town of Ašmûn see the remarks on n° 38<sub>2</sub>, p. 70.

5. In وبنسبها which thus looks rather enigmatical, the diacritical points are no doubt incorrectly placed. We should expect وبنسبها (cf. the remarks on n° 41<sub>15</sub> p. 91), but it must be confessed, that this reading would not conform to the characters. Tâ in قبضت and Nûn in من are dotted in the Ms. The bottoms of Wâw and Râ in منصور and of لا are destroyed. — 6. The lower parts of Ġîm and Lâm are lost. عقد به is provided with dots.







## C

### **Discussion of an Inheritance**





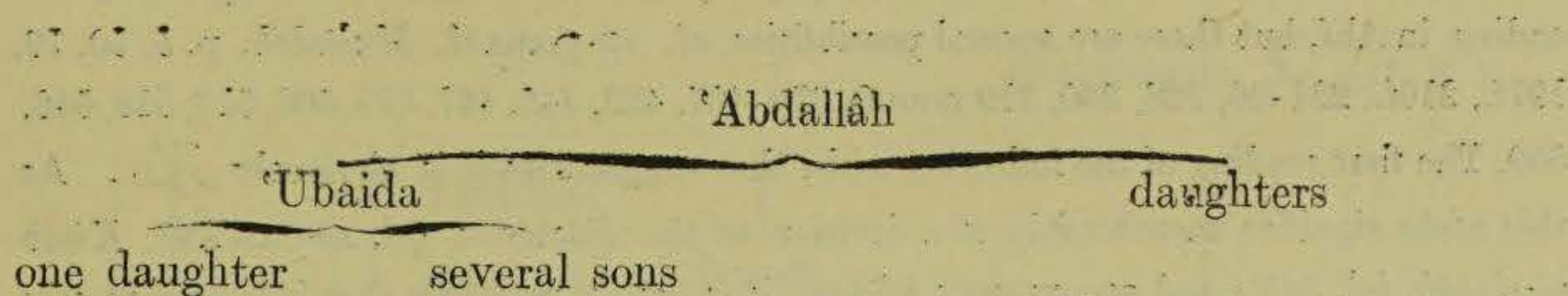


(Pl. VIII)

Inv. n<sup>o</sup> 172.      Śa'bân 195 A.H.      (29th April to 28th May, 811 A.D.).

Place of discovery unknown.

The fragmentary condition of the papyrus only allows of a rough guess at the contents. The parties concerned in the document are the sons and the daughter of 'Ubaida b. 'Abdallâh on the one side and the daughters of 'Abd[allâh b. So and So] on the other. If 'Abdallâh just mentioned is identical with the father of 'Ubaida the following genealogy would result:



If the reading in l. 11 is right an inheritance left to the daughters of 'Abd[allâh] seems to be the subject of the judgment of the *qādî* 'Amr b. Abî Bakr, mentioned in l. 12. The inheritance was no doubt intended for the daughters of 'Abdallâh (ll. 8, 11), and the sons of 'Ubaida b. 'Abdallâh (ll. 9-10, 16), their nephews, appear to have raised objections to the handing over of this inheritance.



- ١ [ ] [ ] الهمداني  
 ٢ [ ] [ ] المكرمى سمع  
 ٣ [ ] [ ] البقال بن ا  
 ٤ شهد فلان [ ] بن راشد [ ] الفلاني على إقرار وعلى إقرار فلانة  
 ٥ ابنة عبيدة بن عبد الله [ ] في شعبان من سنة خمس وتسعين  
 ٦ ومائة وشهد حـ  
 ٧ القرشي على مثل ذللك  
 ٨ ولا يعرفان بنات عبد الله بن  
 ٩ ولم يدفعها بنو عبد الله بن عبد الله  
 ١٠ هولا لم يكن لهم مال و ١  
 ١١ إن تركه اليهن عر  
 ١٢ لهن قدار القاضي عمرو [ ] بن أبي بكر  
 ١٣ من ذلك ما عمل وأنفذ  
 ١٤ عبد الله بن [ ]  
 ١٥ مما [ في ] هذا الكتاب [ ]

2. The remainders of letters at the beginning of the line seem to belong to a name ending in Alif, but there are several possibilities, cf. AD-DAHABÎ, *Muṣṭabih*, p. 5, 50, 79, 197f., 216f., 224-26, 228, 230, 319 note 6, 370, 407, 433, 445, 447, 475, 506, 513, 518, 548, 559. The first reading of the following *nisba* that suggests itself is obviously المكرمى. As this *nisba* signifies membership of a division of the Hârîgites (cf. AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 541<sup>r</sup>) and occurs very seldom, it is hardly probable that it is used in this significance here. It is, therefore, possible, that the Mîm-like commencement of Yâ is to be ascribed to a slip of the *qalam* in which case we may read المكرمى or المكرمى "hirer out of beasts" although it must not be forgotten that this calling is written in the papyri with a long â (PERF n° 769, 862<sub>5-6</sub>, 904<sub>5</sub>, PER Inv. Ar. Pap. 8647). If the following letter is taken as Šîn the formula وكتب فلان بن فلان المكرمى شهادته بامرہ ومحضرہ may be supposed here. — 3. The Alif at the beginning of the line belongs to the patronymic of the man designated as a greengrocer (cf. the remarks on l. 2).



- [ ١٦ بنى عبيدة بن عبد الله ]  
 [ ١٧ هذا في شعبان من سنة خمس وتسعين ومائة ]  
 [ ١٨ شهد حمزة بن زياد بن سـ ] - وكتب شهادته بأمر القاضي  
 [ ١٩ عمرو بن أبي بكر وعـ ] - بن فلان الفلاني  
 [ ٢٠ وكتبه بأمر القاضي عمرو بـ ] - بن أبي بكر  
 [ ٢١ وسر بن المعمر الـ ] - ... وكتبه بأمر القاضي عمرو بن أبي بكر  
 [ ٢٢ ويوسف بن يربع الـ ] - ... وكتب شهادته  
 [ ٢٣ بأمر القاضي { ١ } عمرو ] - بن أبي بكر وفلان بن فلان  
 [ ٢٤ القرشي وكتب شهـ ] - ادته بأمر القاضي عمرو بن أبي بكر  
 [ ٢٥ في شعبان من سنة ] - خمس وتسعين ومائة وفلان  
 [ ٢٦ بن مسلم السلمي وكتب شهادـ ] - ته بأمر القاضي عمرو بن أبي بكر في شعبان  
 [ من سنة ]

٢٧ خمس وتسعين ومائة و [ فلان بن فلان الفلاني وكتب شهادته ]

٢٨ بأمر القاضي عمرو بن أبي بـ ] - كر وفلان بن فلان وكتب [

٢٩ شهادته بأمر القاضي عمـ ] - رو بن أبي بكر وفلان بن [

٣٠ ابى غياث الأزدي و [ كتب شهادته بأمر القاضي عمرو بن ]

٣١ أبي بكر (Handmark)

1. [ ] al-Hamdânî [ ]
2. [.....] â, hirer out of beasts..... [ ]
3. [.....] â, the greengrocer, son of, [ ]
4. [So and So], son of Râši[d, is witness to the acknowledgment by So and So and by So and So,]
5. daughter of 'Ubaida b. 'Ab[dall]âh ..... in Sa'bân of the year one hundred and]
6. ninety five and H[.....]



7. the Qoraišite, is witness to the sam[e ]
8. and they (both) have no acquaintance with the daughters of 'Abdallâh
- b. [...]
9. and the sons of 'U[baida b. 'Abdallâh] did not pay it .....
10. these, they have no property .....[ ]
11. if he has left it to them fr[om(?) ]
12. for them the decision of the Qâdî 'Amr [b. Abî Bakr..... ]
13. about what has been done and accomplished [ ]
14. 'Abdallâh b. [ ]
15. of what (is contained) in this act [ ]
16. The sons of 'Ubaida b. 'Abdallâ[h ]
17. this in Ša'bân of the ye[ar one hundred and ninety five].
18. Ḥamza b. Ziyâd b. S [ ] is witness (to it) and he has written his testimony by order of the Qâdî,
19. 'Amr b. Abî Bakr. And '..... [son of So and So,]
20. and he has written it by order of the Qâdî 'Amr b. [Abî Bakr]
21. And Sirr b. al-Mu'ammar, the...[.....and he has written it by order of the Qâdî 'Amr b. Abî Bakr].
22. And Yûsuf b. Yarbu', the ... [and he has written his testimony]
23. by order of the Qâdî 'Amr [b. Abî Bakr. And So and So,]
24. the Quraišite, and he has written [his] tes[timony by order of the Qâdî 'Amr b. Abî Bakr]
25. in Ša'bân of the year[one hundred and ninety five. And So and So]
26. b. Muslim, the Sulamite, and he has written his testimon[y by order of the Qâdî 'Amr b. Abî Bakr in Ša'bân of the year]
27. one hundred and ninety five.And [So and So, son of So and So, the ..... and he has written his testimony]
28. by order of the Qâdî 'Amr b. Abî B[akr. And So and So, son of So and So, and he has written]
29. his testimony by order of the Qâdî 'Am[r b. Abî Bakr. And So and So, son of]



30. Abû Ġiyât, the Azdite, and [he has written his testimony by order of the Qâdî 'Amr b.]

31. Abî Bakr. (Handmark).

1. For the *nisba* *الهمداني* which is more probable here than *الهمداني*, see AD-DAHABÎ, *Muṣṭabih*, p. 542; AS-SUYŪṬÎ, *Lubb al-Lubâb*, p. 279; AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 591<sup>r</sup>.

3. For the calling *البقال* cf. the remarks on n° 40<sub>4</sub>, p. 83.

5. The Ša'bân of the year 195 A.H. began on 29th of April, 811 A.D. and ended with the 28th of May of the same year.

7. For the *nisba* *القرشي* cf. n° 38<sub>2</sub>, p. 69 ff.

21. The first name is to be read preferably as *سر*, only this name occurs customarily with the article (cf. *السمر بن حاتم الكلاني* in YÂQŪT, *Muḡam*, ed. F. WÜSTENFELD, I, p. 581). If however we reckon with a careless writing of the group *سر* or *سسر* the names *شبر*, *نشر*, *نسر*, *بسر*, *نسر* or *شبر*, *شتر*, *شتر*, *شبر* come under consideration (cf. AD-DAHABÎ, *Muṣṭabih*, p. 44, 45, 291). For *المعمر* cf. *ibid*, p. 494.

26. For the *nisba* *سليمي* see AD-DAHABÎ, *Muṣṭabih*, p. 271; AS-SUYŪṬÎ, *Lubb al-Lubâb*, p. 138 f.; AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 303<sup>r</sup>; respecting the settlement of the Banû Sulaim in Egypt see EL-MACRIZI'S *Abhandlung über die in Ägypten eingewanderten arabischen Stämme*, p. 487 ff.

30. Besides *غَيَّات* and *غَيَّاب*, *عَبَّاب*, *عَبَّاب* and *عَنَّاَب* is also possible (AD-DAHABÎ, *Muṣṭabih*, p. 344, 345).

For the *nisba* *الأزدی* occurring several times in the papyri (cf. here above p. 110, PERF n° 736<sub>12</sub>, 698<sub>20</sub>, Inv. Ar. Pap. 11046<sub>17</sub>) cf. AD-DAHABÎ *Muṣṭabih*, p. 9; AS-SUYŪṬÎ *Lubb al-Lubâb*, p. 11. We often meet with members of the tribe *الأزد* on grave-stones in the Arabic Museum in Cairo according to N. RHODOKANAKIS in *Islam* II (1911), p. 325 ff.

31. For the sign with which the scribe closes his testimony see the remarks on n° 48<sub>11</sub>, p. 116.







## **D**

**Agreement respecting a wall  
held in common by two parties.**







## 52

## (Pl. VIII)

Agreement respecting a wall held in common by two parties.

Inv. n° 148. Du 'l-Ḥiġġa, 274 A.H. (17th April to 16th May, 888 A.D.).

Brown, badly prepared, coarse, on few places darker coloured papyrus. 28×18 cm. The upper quarter of the sheet on recto is taken up by the end of a written obligation (ذكر حق), the five lines of which, written in black ink, run across to the horizontal fibres. The rest is blank. On verso 21 lines of a document concerning a wall held in common, written in black ink parallel to the vertical fibres, the text of the document ll. 1-13 by hand A, the rest by the hands of various witnesses, ll. 13-15 hand B, ll. 16-18 hand C, ll. 19-21 hand D, ll. 21-22 hand E.

Place of discovery unknown, but possibly al-Ušmûnain.

The text on recto is damaged by the splintering of the upper layer of the papyrus. The text on verso is mutilated in the same way. The papyrus, consisting of several fragments, was inexpertly restored in the lower part and pieces had been cut off, so that being now compelled to restore the papyrus in the correct manner I have found that the fragments not fit together exactly. It cannot be determined how many of the lower lines are lost.

The facts upon which the document is based, are as follows:

The two neighbours, al-Ḥusain b. Ṣâlih and Qâme, daughter of Andreas, participate equally in the ownership of the wall, which forms the north wall of the house of al-Ḥusain and the south-wall of a building belonging to Qâme. They have entered into an agreement, whereby neither party can prevent the other from resting beams or palm-branches upon this wall. But in case of damage to the wall, Ḥusain b. Ṣâlih is responsible for reconstruction or repairs.

As according to the legal view of the Ṣâfi'ite and Mâlekite school the two parties holding a wall in common are dependant upon mutual consent for any utilisation of the same, the present agreement is intended to avert any conflict that might arise in this respect, and secures, according to the



tradition maintained by MUSLIM, *Ṣaḥīḥ* (Cairo, 1331), V, p. 57 that neither of the parties can prevent the other from placing beams or palm-branches upon such a wall. From the circumstances that repairs and rebuilding of the wall are at the expense of al-Ḥusain b. Ṣāliḥ, we may suppose him to be the original proprietor, for such responsibilities usually fall upon the owner, even if he is not the one using or the proprietor of the ground on which the wall stands. In this matter cf. O. SPIES, *Islamisches Nachbarrecht nach schafitischer Lehre*, *Zeitschr. f. vergleich. Rechtswissenschaft* XLII (1927), pp. 405-416, especially p. 405, 409 ff., 415; D. SANTILLANA, *Istituzioni di diritto musulmano Malichita*, I, pp. 308, 310.

- ١ بسم الله الرحمن الرحيم
- ٢ [ش]هد الشهود الم[س]مون في هذا الكتاب
- ٣ على اقرار الحسين بن صالح الزجاج وقامه
- ٤ ابنت إدريس الساكنى مدينة أشمون
- ٥ أن الحايط الذى ب[ح]رى منز[ل] الح[س]ين بن [ص]الح
- ٦ وقبلى م[ن]زل قام[ه] [ا]بنت إدريس
- ٧ فيما بينهما بنصفين ليس لأحد
- ٨ منهما أن يمنع صاحبه من وضع خشبة
- ٩ [أ]و جريدة على ه[ذ]ا الحايط ولهما
- ١٠ ال[ى] ... تخا[ر]ج كل حقه ومتى اصاب

3. Of و only the head is preserved. — 5 Only the upper parts of the letters are preserved in the second half of the line. Of بحرى the Bâ, Ḥâ and the beginning of Yâ survive, of منزل only the tops of Mîm, Nûn, Zâ and Lâ, of the name only الح and ص as perhaps also a bit of the Bâ in بن. The rest is destroyed through the upper layer of the vertical fibres of the papyrus having detached itself whereby the following line is for the most part obliterated. — 6. Only بنت is to be seen, but perhaps Alif has fallen off with the destruction of this part. — 9. Only هذا is faintly visible. The medial-Mîm of لها looks like medial م, cf. line 12. — 10. At the beginning of the line there are still traces of the article, which has obviously been there. What followed can not be ascertained, a word signifying "utilisation" is to be expected. As ح seems to be preserved at the end of the following word, one is reminded of the infinitive of the sixth form of خرج in the signification by E. given W. LANE, *An Arabic-English Lexicon*, I, p. 719.



- ١١ هذا الحايط عدم أو استرم فعلى  
 ١٢ الحسين بن صلح بناه وترمه من ماله  
 ١٣ وخدر شهد على ذلك سليمان بن داود  
 ١٤ الموزن على اقرارهما جميعا بجميع  
 ١٥ ما فى هذا الكتاب وكتب فى ذى الحجة سنة اربع  
 ١٦ وسبعين وماتين [شهد فلان بن فلان على اقرارهما]  
 ١٧ جميعا بجميع ما فى هذا الكتاب [وكتب شهادته]  
 ١٨ فى ذى الحجة [من س[ن]ة] اربع وسبعين وماتين [ين  
 ١٩ شهد عثمان بن بـ] ... على اقرارهما جميعا بجميع ما فى  
 ٢٠ [هذا الكتاب وكتب] شهادته فى ذى [الحجة س[ن]ة اربع وسبعين]  
 ٢١ [وماتين شهد ...] ر بن جوهر على اقرارهما جميعا بجميع  
 ٢٢ [ما فى هذا الكتاب وكتب شهادته فى ذى الحجة سنة  
 ٢٣ [اربع وسبعين وماتين .....]

12. The group of signs looking like *رمه* is to be read *ترمه* or *مرتته* the initial-Mîm probably having been eaten away. — 13. The first word may be read *حدر* but I can suggest nothing here; the final letter can hardly be read as *ه* though *وحده* would suit well here. — 16. Only some remnants are preserved of *ماتين*. — 18. The two faint letters following the name of the month appear to be *من*. Of *Sîn* in *سنة* only two upper strokes are visible, of *اربع* only remnants, which nevertheless show the outlines of this numeral, the rest is distinct. — 19. Of the second name only the end remains, but the remnants of these letters do not admit of reconstruction. — 20. The line has suffered much through the upper layer of the papyrus having detached itself, the reconstruction given is the best I can suggest. The head of *Fâ* in *فى*, as also *Dâl*, perhaps also *Yâ* and *Sîn* are pretty certain. — 21. Of the *ism* of the witness, only *ر* is preserved. The much damaged patronymic, of which *حو*, and as final letter, *ر* are plainly visible, is no doubt to be read *جواهر*. Of *على* only the upper part of 'Ain, Lâ, and remnants of *Yâ* survive. The following remnants of letters, according to the analogy of similar passages, are to be supplied by *اقرارهما جميعا*.



1. In the name of God, the Compassionate, the Merciful.
2. The witnesses na[me]d in this document, testify to
3. the acknowledgment by al-Ḥusain b. Ṣāliḥ, glassmaker, and by Qāme,
4. daughter of Idrīs, both residing in the town of Aṣmūn,
5. that the wall forming the nor[th side of the dwelling] house of al-Ḥu[sain b.] Ṣāli[h],
6. and the south side of the dwe[lling house of Qām]e, [daugh]ter of Idrīs,
7. is in equal parts their common property. It is not in the power
8. of the one party to prevent the other from laying any beam
9. [or] palm-branch upon th[is] wall, and to each is accorded
10. the [..... and equal] share in every right therein, and should
11. this wall be damaged or be in need of repairs, it is the obligation
12. of al-Ḥusain b. Ṣāliḥ to carry out the rebuilding or repairing of the said wall at his own expense
13. and..... Witress to it is Sulaimān b. Dā'ūd,
14. the muezzin, i.e. to the acknowledgment by both parties together respecting all
15. that (is contained) in this document, and he has written (it) in Du 'l-Ḥiġġa of the year two hundred
16. and seventy four. [So and So, son of So and So, is witness to the acknowledgment by both (parties)]
17. together respecting all that (is contained) in this document, [and he has written his testimony]
18. in Du 'l-Ḥiġġa [of the] ye[ar] two hundr[ed] and seventy four.
19. 'Utmān b...[ ]... is witness to the acknowledgment by both (parties) toge[ther respecting all that (is contained) in]
20. [this document, and he has written] his testimony in D[u]'l-Ḥiġġa of the ye[ar] seventy four]
21. [and two hundred.....] b. Ġauhar [is witness]to the acknowledgment by bot[h (parties) together respecting all]
22. [that (is contained) in this document, and he has written his testimony in Du 'l-Ḥiġġa of the year]
23. [two hundred and seventy four ..... ]



3. The dotting of قامه is rendered certain by PERF n° 657<sub>4</sub>, where فامه represents the same name, the first letter being written, according to older usage, in the form of ف instead of ق (see n° 37, p. 64). Cf. the Greek name Καμῆ in F. PREISIGKE, *Namenbuch*, col. 163, and καμε KRU, n° 105<sub>41</sub> (p. 325), but which is not given as feminine.

Glassworkers are mentioned occasionally in the papyri as e.g. PER Inv. Ar. Pap. 4135, *MPER* I (1887), p. 107, annotation 1, II/III (1887), p. 164 . عبد الله الزجاج .

14. Muezzins are often mentioned in documents as witnesses ; cf. n° 54<sub>12</sub>, 67<sub>21</sub>, P. Cair. B. É. Inv. n° 154<sub>3</sub><sup>v</sup>, 180<sub>7</sub>, Ta'rîh n° 1801<sub>2</sub> ; PER Inv. Ar. Pap. 941<sub>3,5</sub><sup>v</sup>.

16. The date corresponds to the period between 17th April and 16th May, 888 A.D.









# **E**

## **Contracts of Sale**

### *a*

#### **Sale of landed property**







## 53

(Pl. IX)

Ta'rîh n° 1741d. II/III Century of the Hîgra (IX Century A. D.).

Light-brown, strong papyrus. 17.5×6 cm. On recto 4 lines appertaining to the hiring of a habitation, written in black ink lengthwise, across the horizontal fibres, on verso a deed of sale of landed property is written in 22 lines across the vertical fibres in brown ink. Diacritical points are given only occasionally. The script points to the end of the second or the first half of the third century A.H.

Place of discovery unknown.

Only middle of document in good preservation.

General number 23298.

- |   |   |    |
|---|---|----|
| ورثة أحـ[مد بن سلم                            | ] | ١  |
| أبلى الرحبة                                   | ] | ٢  |
| وبنات الحسن بن يـ[حيـ[والـ[شر[قـ[يـ[يلـ[ى نخل |   | ٣  |
| أبى الرحبة وجميع حقهما من ذلك الثلثين         |   | ٤  |
| كاملين ولهما أيضا الثلثين من جميع             |   | ٥  |
| النخل والعراص التى تحته فى الجانب             |   | ٦  |
| القبلى مما يلى الغرب من هذا الكفر             |   | ٧  |
| أحد حدود ذلك الأول القبلى[ى] يلى الـ[زر]ـ[ة]  |   | ٨  |
| الجمعية والبحرى يلى نخلـ[ل فلان بن فلان]      |   | ٩  |
| والشرقى يلى منازل عبد الظفير والغربى          |   | ١٠ |
| يلى نخل ود بن ميمون ونخل سرى بن نافع          |   | ١١ |

4. Ms. الملىن. — 5. Ms. كالمين (fully dotted). — 6. Ms. تحته. — 8. The last three letters visible may be supplied الـ[زر]ـ[ة]. — 9. The first word of this line is not quite certain, but looks like الجمعية. Only the upright stroke of the Lām of نخل is preserved.—



- ١٢ ولهما الثلثين من أرض الزرع وهي  
 ١٣ بقعة تعرف بالبئر . . . . من هذا الكفر  
 ١٤ حدها القبلى يلى أرض الأجا بن ابرهيم  
 ١٥ فيها الثلث والحد البحرى يلى الحد  
 ١٦ الفاصل بين أرض سفرا وبين  
 ١٧ هذا الساف والحد الشرقى أرض  
 ١٨ . . . . . ابى النجم وورثة أحمد بن سلم  
 ١٩ والحد الغربى أرض ابى الرحبة  
 ٢٠ ولهما من العراض والمنخبة  
 ٢١ على قدر انضياهم وهو يلى  
 ٢٢ الخمس من ورثة محمد بن أبى السرى

1. [..... the heirs of Ah]mad b. Salm
2. [..... of Ab]u 'r-Rah̄ba
3. and the daughters of al-Ḥasan b. Ya[h̄y]â, [and the ea]stern (limit) borders on the date-palm trees
4. of Abu 'r Rah̄ba, and all their rights therein are two full
5. thirds. And they own further the two thirds of all the
6. date-palm trees and the open areas which lie below them on the south-
7. side of (the land), forming the west border of the hamlet.
8. One of the boundaries thereof viz. the first, the south[ern], borders on the cultivable crop-
9. [land], the northern borders on the date-palm tre[es of So and So, son of So and So],

13. Ms. بالبئر. The group of letters following this is very faint but perhaps محى could be read, though يحى would be quite impossible here. — 14. الاجا is not certain but would be a suitable reading; it must nevertheless be noticed that only اجا — without the article — occurs in YÂQÛT, *Mu'ğam*, ed. WÜSTENFELD, I, p. 123, III, p. 495 (اجا بن عبد الحى). — 17. The second word looks like الساف in the Ms. I propose the reading الساف. Details concerning this statement are perhaps contained in the lost beginning of the contract. — 18. The first word of this line is not easy to make out. My copy shows ونسبه but I can not suggest any positive reading. — 21. Ms. انضياهم.



10. and the eastern borders on the habitation of 'Abd az-Zafîr, and the western

11. borders on the date-palm trees of Wudd b. Maimûn and the date-palm trees of Sarî b. Nâfi',

12. and they own the two thirds of the seed-field, which

13. is a low-land known as al-Bîr ..... belonging to this hamlet,

14. whose southern boundary borders on the land of al-Iğâ' b. Ibrahîm,

15. which contains the third part, the northern boundary borders on the boundary

16. separating the land of Safrâ' from

17. this row(?), the east boundary is (formed by) the land

18. ....of Abû Nağm and the heirs of Aḥmad b. Salm,

19. and the western boundary is (formed by) the land of Abu 'r-Raḥba,

20. and they both own the open areas and the bakery,

21. according to their partnership, and it borders on

22. the fifth of the inheritance of Muḥammad b. Abi 's-Sarî

The fragmentary character of the document does not permit any accurate idea to be formed of the somewhat complicated interrelations of ownership indicated by the statement as to the boundaries.

1. The patronymic may be read either سَلَم or سَلِم or سَلَمَ ; cf. AD-DAHABÎ, *Muṣṭabih*, p. 270.

2. For the name الرَّحْبَة cf. YÂQÛT, *Mu'ğam*, ed. WÜSTENFELD, II, p. 763 ; F. WÜSTENFELD, *Register zu den genealogischen Tabellen der arabischen Stämme und Familien* (Göttingen, 1853), p. 380.

3. The orientation towards the east closes the description of the boundaries also in P. Berol. 9159 but it must be noticed that this arrangement is quite unusual in the Arabic papyri, although it corresponds to the old Egyptian orientation beginning with the South and concluding with the East (cf. G. STEINDORFF, *Die ägyptischen Gaue und ihre politische Entwicklung*, *Sächs. Ges. d. Wissensch. Abh.* XXVII, Leipzig, 1909, p. 875, and P. Berol. 3105 in E. RÉVILLOUT, *Nouvelle Chrestomathie démotique*, Paris, 1878, p. 87). The succession of the points of the compass generally observed



in the Arabic papyri is South, North, East, West as also frequently in Demotic, Greek and Coptic papyri (e.g. P. Louvre 2410, 2418, Pap. Grey A in E. RÉVILLOUT, *Chrestomathie démotique*, Paris, 1880, p. xxxiii, 94, 97 ff; P. Oxy. III n° 505 [p. 232], X n° 1276 [p. 215-17]; P. Berol. 6980 = BGU n° 71; A. ERMAN-F. KREBS, *Aus den Papyrus der kgl. Museen*, Berlin, 1899, p. 195; P. Berol. 3138 ed. L. STERN, *Zwei koptische Urkunden aus Theben*, *ÄZ* xxii [1884], p. 156). Another exception to this rule is formed by P. Berol. 9160, where the arrangement South-[East]-North-West is used. The agreement is this point with the earlier appearance of Arabic documents originating in Egypt can hardly be regarded as accidental, for we see that Spanish-Arabic documents employ the succession East, West, South, North in the majority of instances (Cf. F. PONS BOIGUES, *op. cit.*, n° 4, 5, 9, 11, 15, 19, 26-28 31, 33, 35; ANGEL GONZÁLES PALENCIA, *Los Mozárabes de Toledo en los siglos XII y XIII*, vol. I-III, Madrid, 1926-1928) while the arrangement South, North, East, West is followed in these documents but very seldom (cf. F. PONS BOIGUES, *op. cit.*, n° 1, p. 19ff.; A. GONZÁLEZ PALENCIA, *op. cit.*, n° 1, 2 and *passim*).

## 54

(Pl. X)

Ta'rîh n° 1796. Rağab 448 A.H. (14th September till 14th October, 1056 A.D.).

White parchment, yellow-coloured on the back. 44 × 48.5 cm. The contract is written in black ink on the inner (flesh-) side only, in fourteen lines by five hands. The main part of the document (ll. 2-12) by the neat hand of a practised penman (A), diacritical points are used occasionally. Šîn being provided with an undulating line (cf. n° 62 and CPR III, I, 1 p. 72), which occurs also once (l. 7) in Šîn. The signatures of the witnesses (ll. 1-2, 12-14) are written by four different hands (B-E). The document has been folded parallel to the lines from bottom to top, the width of the successive folds being 4.6 + 4.7 + 4.8 + 5 + 5.1 + 5.4 + 5.5 + 5.6 + 4.5 cm., the roll was then folded twice in the middle.

Place of discovery probably al-Fayyûm.

Only the middle of the document is damaged.

General number 34598.



- ١ أعرف عندى البايع بقبض من المشتري بالسلم
- ٢ بسم الله الرحمن الرحيم  
وكتب سليمان بن ادريس فى تاريخه الحمد لله كالخ
- ٣ هذا ما اشترى المكنا بابى السرى بن هليه بن رفريل النصرانى من ثيدرس بن كيل بن هليستوس الأجير وهما يومئذ من أهل الضيعة المعروفة ببلجسوق ترس من بعض قرى كورة الفيوم من صعيد مصر اشترى منه صفقة
- ٤ واحدا وعقدا واحدا جميع ما ذكر أنه له وملكه بالضيعة المقدم ذكرها من العرصة القبلية ويحيط بها ويشتمل عليها حدود أربع الحد الأول منها وهو القبلى ينتهى الى طريق المسارة منه يشرع باب هذه العرصة والمدخل
- ٥ اليها والمخرج منها والحد الثانى البحرى ينتهى الى عراض ابنيلة بن اسحق والحد الثالث الشرق الى القرم [ياص ابن المكنا بابى السرى بن هليه وثيدرس بن كيل هذا والحد الرابع الغربى ينتهى الى منزل يحنس بن برد سنه
- ٦ فاشترى المكنا بابى السرى بن [هـ] بن رفريل جميع هذه العرصة بحدها وحدودها وسفلها وعلوها وارضها وسمائها وعراضها وافنيها وكلما يعرف لها وينسب اليها شرا ثابت صحيحا لا شرط فيه ولا وعد

2. بسم and الرحمن are dotted in the Ms. — 3. The following words are provided with diacritical points : السرى , رفريل , هليستوس , الاجير , . — 4. The words الضيعة , القبلية , عليها , طريق , منها , أربع , العرصة , المقدم ذكرها (without diacritical points) correcting هـ to م and altering بال to Dâl. — wrote originally بال المعروفة and then altered it to المقدم ذكرها (without diacritical points) correcting هـ to م and altering بال to Dâl. — 5. Ms. القرم (so dotted in the Ms.) is perhaps to be supplied ص a synonym to القرم but this is a mere suggestion, especially as the Alif is not certain. — 6. شرط , صحيحا , شرا , وينسب , يعرف , وافنيها , سمائها , [هـ] , فاسرى are dotted in the Ms. —



- ٧ ولا إتوى ولا خيار ولا وديعة ولا رهينة ولا مقاصصة بدين ولا شرط يفسد شرا [على شرط ب] بيع الاسلام وانفذ أحكامهم من اقصاص شروطهم وحازها وملكها وصارت مالا من ماله وملك من أملاكه ان شا باع
- ٨ وان شا وهب وان شا صدق بثمان مبلغه من العين ربع دينار النصف من ذلك ثمن دينار قبض ثيدير بن كيل بن هلاستوس الأجير جميع هذا الثمن المذكور على تمامه وكماله وأبراه من جميع ذلك ومن وزنه ونقده ومن اليمين
- ٩ عليه أو على شيا منه براءة قبض واستيفا واعترفا جميعا منهما بالامران يحسن بتراض منهما وبري على حي من حي ومتى أدرك المكنى بابي السرى بن هليه بن رفريل في شرايه أو في شيا منه درك علقة أو خصومة من سائر
- ١٠ الناس كانه { قريب أم بعيد شاهد أم غيب طارى بدين أو مستحق بميراث فـ } نقاذه وفكاكه وخلاصه علي
- ثيدير بن كيل بن هلاستوس الأجير كايين ما كان وبالغ ما بلغ بعد أن قرى عليهما جميعا جميع ما فيه
- ١١ حرفا حرفا من أوله الى آخره وعرفاه وأقرا بفهمه ومعرفته وذلك في صحة عقولهما وأبدانهما وجواز أمورهما طايعان طالبان غير مكرهان ولا مجبران ولا مضطهدان في رجب من سنة ثمان وأربعين وأربعماية

٧. *إتوى* seems to be colloquial spelling of *إتواء*. The non contracted form *مقاصصة* instead of the usual *مقاصة* is noticeable. But perhaps the clerk wrote it by mistake for *مقايضة* "barter." — 8. Ms. *وان شا وهب*, *وان شا صدق*, *وان شا*, *وان شا*. The scribe intended at first to repeat the formula *وان شا باع* and had begun *با* but becoming aware of the mistake altered *با* to *و*. — 9. The following words are provided with diacritical points: *منه* (twice) *سائر*, *منه*, *شرايه*, *هليه* (twice) *حي*, *وري*, *منهما*, *براض*, *جميعا* (cf. n° 57<sub>16</sub>) the scribe has written erroneously *فـ* (not pointed). — 11. Ms. *واربعماية*, *سنة*, *مجران*, *وابدانها*, *ومعرفته*, *بفهمه*, *حرفا*. In *ذلك* (not dotted) the *Kâf* is distinguished from *Dâl* by having a  $\leq$  placed over it.



- ١٢ والمجرة فوقانية مجازها في شرا المكنا {با} بابي السرى بن هليه لهذا الى دار قنجا [وش وب] لذلك رفعت الشهادة في التاريخ صح  
 ١٣ شهد نهار بن سليمان بن ادريس [شهد] اس بن محمد بن جعفر على اقرار المقر  
 ١٤ بجميع ما سمي ووصف في هذا الكتاب وكتب بيده صح [بجميع ما] فيه وكتب بخطه في تاريخه <sup>هـ</sup> والحمد لله كما هو أهله

- ١٢ شهد بو سهل بن خلف بن ابرهيم الموزن على اقرار  
 ١٣ المقران بها نسب اليهما فيه وكتب بيده في تاريخه <sup>هـ</sup> والحمد لله كما هو أهله  
 ١٤ وعلى المجاز وثبتت الشهادة

12. Ms. والمجرة , فوقانية , شرا , هليه , [وش وب] , لذلك , رفعت , الشهادة , قنجا . The Ms. shows با با with an erroneous double repetition of Bâ and Alif, with which the writer has in one stroke combined بي . — 13. The words فيه and نسب are dotted thus in the Ms. The first half of the name of the witness in the middle of the document is destroyed. The piece of the first letter that remains intact may have been Qâf, Fâ or 'Ain. Perhaps قاسم would be a suitable reading. — 14. The only words provided with diacritical points are فيه and الشهادة.



2. In the name of God, the Compassionate, the Merciful.

3. This is what the surnamed Abû Sarî b. Helia b. Rafrâfil, the Christian, has bought from Theodoros b. Chael b. Halistos, the journeyman, who both are numbered at this time among the people of the domain known as Bulgusûq Teres (?), belonging to the villages of the district of al-Fayyûm in Upper-Egypt: he has bought from him in one striking

4. (of hands) and one contract, all the southern open area that he had mentioned as owned by him and being his property in the aforesaid domain, enclosed and surrounded by four boundaries: the first boundary, viz. the southern, ends at the main thoroughfare with which the door of this open area communicates so as to afford entrance to

5. and exit from it; the second, the northern boundary, extends to the open areas belonging to Abnîle b. Ishâq; the third, the eastern boundary, to the cave[<sup>rn</sup> of .....], son of the surnamed Abû Sarî b. Helia and this Theodoros b. Chael, the fourth, the western boundary extends to the dwelling house of Yohannes b. Bardesane.

6. The surnamed Abû Sarî b. [Hel]ia b. Rafrâfil, has, therefore, bought the whole of this open area to its limit and its boundaries and (including) what is be[low and above the surface], its land and its sky, and its open areas and its fore-courts, and all that is known as appertaining and relating to it, in form of a right, valid purchase, in which is no condition and no promise

7. and nothing that can bring about a loss and no option (of return) and no deposit and no pledge and no mutual balancing of debts and no stipulation that renders a purchase ineffective [according to Is]lamic law of sale. And he has carried out their (the Muslims) prescriptions to their extremest conditions and he has occupied it and has taken possession of it, and it has become his own property and possession, (so that) if he will, he may sell it,

8. and if he will, he may give it away, and if he will, he may give it as an alms, (and that) for a price, which in gold-coins amounts to a quarter of a dînâr, the half thereof being an eighth of a dînâr. Theodoros b. Chael b. Halistos, the journeyman, has received the whole of the said price fully and entirely and he has released him from all of it and from its weight and ready money and from the oath



9. with regard to it or any portion thereof, by a receipt (acknowledging that he has) received and taken (it) over fully ; and they have both jointly acknowledged the bargain to be good by their (mutual) consent. And quittance has been given by one man in the quick to another in the quick, and should any evil consequence (*vindicatio*) with regard to his purchase or any portion thereof befall the surnamed Abu's Sarî b. Helia b. Rafrafil, on the basis of any contention or litigation on the part of other

10. persons, be they near or far, present or absent, one who suddenly appears with a debt or one who makes a claim on the basis of an inheritance, then its recuperation, redemption and indemnification are incumbent upon Theodoros b. Chael b. Halistos, the journeyman, whatever it might be or amount to. The whole content of this has been read to both of them jointly

11. word by word from beginning to end ; and they are congizant of it and have acknowledged that they have understood it and comprehend it, and this in soundness of mind and body and capacity for transacting their business, voluntarily, demanding (it), without compulsion and not against their will and not under constraint, in Rağab of the year four hundred and forty eight ;

12. and the passage in the upper tract (of the property concerned) in the purchase of the surnamed Abu's-Sarî b. Helia, leading to the house of Qanğ[ûš], is free to him and (the following witnesses) have testified to it on the (same) date : Valid. Bû Sahl b. Halaf b. Ibrahîm, the muezzin, is witness to the acknowledgment (13) on the part of both the acknowledgers in respect to that herein which concerns them, and he has written (it) with his (own) hand on this date—Praise be to God as He is worthy thereof—(14) and with regard to the (said) passage the testimony has been verified.

13. Nahâr b. Sulaimân b. Idrîs is witness (14) to all that is named and described in this act and he has written (it) with his (own) hand. Valid.

13. [.....]âs b. Muḥammed b. Ġa'far [is witness] to the acknowledgment by the acknowledgers (14) [to all that] (is contained) herein and he has written (it) in his (own) handwriting on this date. And praise be to God, as He is worthy thereof. Valid.



1. The seller has acknowledged before me that he has taken over from the buyer the price paid beforehand,

2. and Sulaimân b. Idrîs has written (it) on this date. Praise be to God as is due.

1. A similar formula occurs in n° 60<sub>1</sub>. For the signification of سلم see TH. W. JUYNBOLL, *Handbuch*, p. 265 and *Encyclopaedia of Islām*, IV, p. 89.

2. The same Sulaimân b. Idrîs is mentioned in n° 60<sub>1, 15</sub>, 62<sub>16</sub>, 63<sub>10</sub>. The custom of adding religious formulae to the witnesses' signatures is very old and frequently observed. According to G. DE SLANE, *Prolegomènes d'Ibn Khaldoun*, I, p. xxxi, the secretaries of state used to insert the words الحمد لله والشكر لله between the *Basmala* and the text as a علامة, and this practice of the Chancellery gradually extended to private documents. The nearest analogy to the present instance is the formula والحمد لله كالمستحق, occurring in P. Berol. 8009<sub>3</sub> beside the *Basmala* and below the signature of the witness.

3. The buyer, Abu 's-Sarî b. Helia b. Rafrâfil, occurs several times in the documents, cf. n° 62<sub>2, 10, 22</sub>, 63<sub>3, 7-8</sub>, 67<sub>4, 11, 17</sub>; the genealogy of his family is elucidated in the remarks on n° 61<sub>2</sub> (p. 196). هليه is the well known 2HΛΙΑ, 21ΛΙΑ, HΛΙΑ (CPR II, p. 201 s.v.) written هلي in the trilinguis Zebedaea (E. COMBE, J. SAUVAGET et G. WIET, *Répertoire chronologique d'épigraphie Arabe*, I, Le Caire, 1931, p. 3; CPR III, I, 1, p. 67 note 10). رفرفيل seems to correspond to an angel's name and to be derived from Hebrew רפאל (Pαραγγλ) by reduplication, although no such name occurs in M. SCHWAB, *Vocabulaire de l'angélologie*, *Mém. Acad. Inscr. et Belles lettres* I<sup>re</sup> série. tome X, 2<sup>e</sup> partie, Paris 1897.

The express designation as Christian is of relatively rare occurrence in the papyri, for instances I can only quote n° 65<sub>2, 15</sub>, 68<sub>2, 8-9</sub>, 69<sub>3</sub>. ثيدرس is the exact transcription of the Greek form of the name Θεόδωρος, Coptic ΘΕΩΔΩΡΟΣ which is to be found occasionally in the Arabic papyri, e. g. in PER Inv. Ar. Pap. 13812<sub>12</sub> ثيدرس هميسه الشماس (Theodoros Homise, the deacon). The more usual form is ثيدر, Coptic ΘΕΩΔΩΡ (CPR II, p. 201 s.v.). كيل corresponds to the Coptic ΧΑΗΛ (CPR II, p. 206 s.v.), Χαηλ, Χαελ (F. PREISIGKE, *Namenbuch*, col. 470), هلستوس perhaps to Ἀγιστος (F. PREISIGKE, *Namenbuch*, col.



49) *l* replacing *ρ* as commonly in the Fayyûm-dialect (cf. W. TILL, *Koptische Dialektgrammatik*, München, 1930, p. 7; G. HEUSER, *Die Personennamen der Kopten*, I, p. 85, 99, 100, 114) and adding a *z* at the beginning as in  $\text{z}\lambda\rho\omega\text{u}$ ,  $\text{z}\lambda\rho\omega\text{u}$  for  $\lambda\rho\omega\text{u}$  and in other names. Bulğusûq is a little village in the south of the Fayyûm, lying between Tuṭûn and Talît, to the south of the Baḥr Tanabtawaih. It corresponds to Coptic  $\text{πελγισωκ}$ ,  $\text{πελγισοκ}$ ,  $\text{πελγισοοκ}$  (cf. W. E. CRUM, *Coptic Manuscripts brought from the Fayyum*, n° 34<sub>3</sub> [p. 54], 45<sup>v</sup> col. a, l. 25 [p. 67]; C. WESSELY, *Topographie des Faijûm (Arsinoites nomus) in griechischer Zeit*, Akad. Wien Denkschr. L [1904], p. 121). According to AN-NÂBULUSÎ, *Ta'rîḥ al-Fayyûm wa-bilâdihî*, Cairo, 1898, p. 18<sub>4</sub> ff., 82<sub>7</sub> ff this hamlet had grown up on the site of a fine big town. The domains round about produced wheat, barley, beans and cotton; cf. G. SALMON, *Répertoire géographique de la province du Fayyûm d'après le Kitâb Târîḥ al-Fayyûm d'an-Nâboulsî*, BIFAO I (1901), p. 70 ff. The name is by IBN AL-ĞÎ'ÂN, *Kitâb at-Tuhfa as-Sanîya*, (Cairo, 1898), p. 153<sub>10</sub> and 'ABD AL-LATÎF, *Rélation de l'Égypte* traduit par S. DE SACY, (Paris, 1810), p. 681, n° 36, incorrectly spelled بلجوق. In the papyri this place, which is mentioned frequently, is referred to alternately as a domain (ضبعة), a borough (ناحية) and a village (قرية); cf. n° 61<sub>3</sub>, 63<sub>3</sub>, 67<sub>5</sub>, P. Cair. B. É. Ta'rîḥ n° 1799<sub>2-3</sub>, 1800<sub>2</sub>, 1801<sub>2</sub>, 1802<sub>2</sub>, 1803<sub>3</sub>. To the group رس in apposition to the place-name here and in n° 62<sub>2</sub>, I can only give a suggestion. As H. MUNIER kindly informs me, in E. AMÉLINEAU, *La Géographie de l'Égypte à l'époque copte* (Paris, 1893), p. 509 occurs a ترسى as an equivalent to Coptic  $\Theta\text{HP}\Sigma$  in the group  $\text{ΠΟΥΤΟ ΚΕΘΗΡ}\Sigma = \text{ΛΕΩΝΤΩΝ} = \text{نطووترسى}$ . AMÉLINEAU did not identify this locality, which, as is well known, lies in the Delta. But it is possible that this toponym might be used also in other regions, as for instance in the Fayyûm.

4. As I learn from J. SCHACHT the cautious wording "all .... that he had mentioned as owned by him etc." avoids the acknowledgment by the purchaser, that the seller actually possesses the area. Thus in case of eviction he has the possibility of getting redress from the seller (cf. ll. 9-10).

5. Abnîle b. Ishâq occurs also in n° 62<sub>3-4</sub> (here fully pointed (ابنيلة بن اسحق), n° 61<sub>4</sub> and n° 67<sub>6</sub> (here followed by the *nisba* البلجسوقي "the man from Bulğusûq"). ابنيله and ابنيله would correspond to Coptic  $\lambda\text{Π}\alpha\text{N}\tilde{\iota}\lambda\text{H}$



(CPR II, n° 104<sub>1, 6, 8</sub>, cf. n° 26<sub>3</sub>) a short form of ἀπα Νεῖλος (cf. C. WESSELY, *Die Pariser Papyri des Fundes von el-Faijûm*, *Akad. Wien Denkschr.* XXXVII, Wien, 1889, n° 65/5 l. 2, p. 116; F. PREISIGKE, *Namenbuch*, col. 227). يحنس represents the exact transcription of Coptic ⲓⲛⲁⲛⲛⲏⲥ (W. E. CRUM, *CMRL*, p. 247, *Coptic ostraca from the collections of the Egypt Exploration Fund, the Cairo Museum and others*, London, 1902, p. 104, *P. Lond.* IV, pp. 553 ff.), ⲓⲛⲁⲛⲏⲥ (W. E. CRUM, *Short texts*, n° 64<sub>2</sub>, p. 21), ⲓⲁⲛⲁⲛⲏⲥ or ⲓⲁⲛⲏⲥ (CPR II, n° 173<sub>2</sub>, 242<sub>50</sub>). ردسنه corresponds to Syriac Bardešân.

6. افنيها is no doubt a vulgar form of افنيها (*afniyaha*); cf. n° 67<sub>12</sub> and PER Inv. Ar. Pap. 432<sub>4</sub> بافنيه.

The formula وسفلها وعلوها, has been interpreted in various ways. M. VAN BERCHEM, *Matériaux pour un Corpus inscriptionum Arabicarum I* (*MMAF* XIX, Paris, 1894), n° 18 ff., p. 39, 41 has rendered it “son rez-de-chaussée et son étage,” E. CARUSI, *Su tre papiri giuridici Arabi* (Napoli, 1916), p. 16 on the analogy of the Greek formula ἀπὸ θημελίου ἕως ἄερος “dal basso all’alto” (cf. the Demotic formula “du bas en haut” in P. Louvre 3263 in E. RÉVILLIOUT, *Chrestomathie démotique*, p. 370, Coptic ⲕⲓ(ⲛ)ⲛⲉⲓⲥⲛⲧⲉ ⲩⲁⲣⲁⲧⲏⲩ and ⲕⲓⲛⲛⲉⲓⲥⲛⲧⲉ ⲩⲁⲣⲁⲧⲏⲩ in L. STERN, *ÄZ* XXII [1884], p. 155). C. A. NALLINO, *Gli studi di E. Carusi sui diritti orientali* (*RSO* IX, 1921), p. 98 guided by the rendering of this formula in Spanish-Arabic bilingual texts (en suelo é sobre suelo) gives “con la sua parte sopra suolo e quella sotto suolo.” It is without a doubt that this formula is a survival in Arabic of the Demotic and Greek formulary, and is parallel with وأرضها وسماها in various documents, or with الى الهوى (= ἕως ἄερος) in the leather-roll Inv. n° 9818 in the Arab Museum, Cairo (cf. p. 81), meaning that according to old legal use the air above the property is an appurtenance thereof; cf. F. DÖLGER, *Das ἀερίκον*, *Byz. Zeitschr.* XXX (1930), p. 456 annotation 5.

8. The mention of the half of the price immediately after the stipulated sum is obviously intended to avert all possibility of falsifying the amount in the document. Analogous instances are found in n° 67<sub>14</sub> ff, P. Cair. B.É. Ta’rîh n° 1799<sub>8</sub> (أربعة ارادب بالكيل المرزأة النصف من ذلك اردبين) , 1800 right side l. 8-9 and 1802 left side l. 9-10 (أربعة ا(ر)ا(د)ب وثالث النصف من ذلك



(عشرة دنانير النصف من ذلك خمسة دنانير) P. Berol. 8009<sub>10</sub> ; أردبين سدس  
 15055<sub>11</sub> , (خمسة ألف درهم النصف من ذلك الفان وخمسمائة درهم نقرة) 11954<sub>17-18</sub>  
 (عشرة دنانير النصف من ذلك خمسة دنانير) P. Monneret Arab. n° III, 1<sub>3-4</sub> (Isl. IV [1930],  
 p. 265) تسعة عشر درهما (4) ونصف درهم النصف من ذلك تسعة دراهم ونصف وربع درهم

It is worthy of note that Demotic and Greek documents found in Egypt show this custom already in full vogue. I give a few examples here.

E. RÉVILLOUT, *Chrestomatie démotique* (Paris, 1880), p. 242, LXXVI P. Mus. Ég. 2433 : “que je te donne six oboles, leur moitié est trois”, p. LXX P. Leid. n° 376 : “x prête à y 4 aureus et demi, dont la moitié est 2 et quart.”

W. SPIEGELBERG, *Die demotischen Papyri* Loeb (München, 1931),  
nº 33<sub>7</sub> (col. 66 ff.) : "1000 Silberlinge, ihre Hälfte ist 500 Silberlinge";  
nº 3<sub>6-8</sub> (col 7 ff.) : "Du hast mir 5 Artaben Weizen gegeben, ihre Hälfte  
ist 2½ Artaben Weizen, macht 5 Artaben Weizen wiederholt. Ich gebe  
dir 6 ⅔ Artaben Weizen für sie, ihre Hälfte ist 3 ⅓ Artaben Weizen, macht 6 ⅔  
Artaben Weizen wiederholt". *Aegyptus* XI (1931), p. 386 : "1 ¾ Aruren,  
(die Hälfte) beträgt ½ + ¼ + ⅛ (= ⅞) Aruren".

But this formula occurs also in Coptic documents, e.g. in a Coptic marriage contract (dated 936 A.D.) published by H. THOMPSON, *PSBA* XXXIV (1912), p. 174:  $\alpha\gamma\omega$   $\pi\epsilon\eta\tau\alpha\gamma$   $\omega\omega\chi\pi$   $\epsilon\pi\alpha\sigma\omicron\gamma$   $\pi\epsilon\zeta\epsilon\mu\eta\eta$   $\eta\sigma\omicron\lambda\omicron[\kappa]\omicron\tau\dot{\tau}\eta\omicron\varsigma$   $\eta\lambda\iota$   $\epsilon\tau\alpha\gamma\pi\alpha\omega\varsigma\epsilon$   $\varsigma\mu\epsilon$   $\eta\sigma\omicron\lambda\omicron\kappa\omicron\tau\dot{\tau}\eta\omicron\varsigma$   $\omega\alpha\pi\chi\omega\kappa$   $\eta\dot{\tau}\epsilon$   $\eta\rho\omicron\mu\pi\epsilon$  "and the remainder over, the eighty solidi—their half being forty solidi—at the end of five years".

There is, therefore, no doubt, that in this practice we see a borrowing or a continuation of a usage common to Egyptian clerkship. In this connection it is perhaps not irrelevant to refer to the scepticism expressed by C. A. NALLINO (*Gli studi di E. Carusi sui diritti orientali*, p. 103 ff.) with regard to E. CARUSI'S assertions in *Su tre papyri giuridici arabi*, pp. 16, 21, where the latter maintains that the scheme of the Arabic document shows to a large extent a continuation of the precedent evolution, though with reversions to ancient local law.

9. The spelling **سا** (شينا, cf. n° 67<sub>17</sub>) is to be explained by the usage in the vernacular and Christian texts of the accusative-termination



as a kind of indefinite article remaining the same for all cases (cf. M. BITTNER, *Der vom Himmel gefallene Brief Christi in seinen morgenländischen Versionen und Rezensionen*, *Akad. Wien Denkschr.* LI [1905], p. 190; W. SPITTA-BEY, *Grammatik des arabischen Vulgärdialekts von Ägypten* [Leipzig, 1880], p. 147). The fact that the contracting parties, as also the writers, were Christians, accounts for this orthographical peculiarity, as also for other vernacular forms occurring. The word شى shows already in *NPAF* n° 1<sub>13, 18</sub> (91 A.H.) an abnormal treatment, شى being used indifferently for the genitive and accusative, and similarly in P. Berol. 15013, (II/III century of the Hīġra) سى is used for شى. Cf. for this old orthography also NÖLDEKE-SCHWALLY-BERGSTRÄSSER, *Geschichte des Qorāns*, III (Leipzig, 1926), p. 49.

11. The Raġab 448 A.H. began with the 14th September and ended the 14th October of the year 1056 A.D.

12. The house of Qanġûš is also mentioned in n° 61<sub>6</sub>, 62<sub>6</sub> where he is designated by his full name قنجوش بن شنوده (in n° 62<sub>6</sub> fully dotted). But it should be mentioned that the lacuna in the present document does not provide room for the patronymic. The name قنجوش, corresponding perhaps to Κόνυχος (F. PREISIGKE, *Namenbuch*, col. 181), is probably also to be read in W. E. CRUM, *CMRL*, n° 116 (p. 64) where فمح occurs. We may presume that his house was joined to the right side of the grounds belonging to the family of Abnīle and thus in the north-east corner bordering on the grounds of Theodor b. Chael.

Bû Sahl b. Ḥalaf b. Ibrahîm, the Muezzin, has also signed in n° 67<sub>21</sub>. The shortened form *bû* instead of *abû* occurs frequently in the Arabic papyri, e.g. بو الطيب بن عامر n° 60<sub>14</sub>, P. Berol. 8161<sub>r5</sub>, بو ايوب P. Berol. 8161<sub>r5</sub>, Papyrus of the Theresianum in Vienna, بو يجوش الخولى P. Berol. 8161<sub>r5</sub>, بوقير PERF n° 200<sub>4</sub> (*CPR* II, n° 102, p. 87); cf. also W. E. CRUM, *CMBM*, n° 743 (p. 323), AL-MAQRÎZÎ *Hîṭat*, II, p. 511<sub>20</sub>, 518<sub>1, 31, 37</sub>, 519<sub>29</sub>.

The name of the first witness may be read نهار or بهار, the former being more frequently used; cf. AD-DAHABÎ, *Mustabih*, p. 537. The same man has also witnessed in no 67<sub>21</sub>. The note صح following the signature of the witness is no doubt a mark of legalisation and often



to be met with in this position (cf. n° 60<sub>13</sub>, 61<sub>22</sub>, 62<sub>16-17</sub>, 63<sub>11-13</sub>, 67<sub>21-22</sub>; P. Berol. 8007<sub>20</sub> [BAU n° 14], 8055<sub>22,28</sub>[=BAU n° 21], 8170<sub>7</sub> [BAU n° 16] and S. CUSA, *I diplomi greci ed arabi di Sicilia*, I, n° 1 [p. 106], n° 12 [p. 501]). This signification of  $\text{ع}$  has already been recognized by C. O. CASTIGLIONI, *Dell'uso cui erano destinati i vetri con epigrafi cufiche, e della origine, estension e durata di esso* (Milano, 1847), p. 53. Cf. also STICKEL - v. TIESENHAUSEN, *Die Wertbezeichnungen auf muhammedanischen Münzen*, ZDMG XXXIII (1879), p. 351 ff.









**b**

**Sale of house Property**







## 55

(Pl. XI)

Inv. n° 72. Beginning of the IIIrd Century A.H. (IXth Century A.D.).

Yellow-brown, strong papyrus. 13·9×12·7 cm. On recto fragments of two lines of a document written in black ink across the horizontal fibres, on verso six lines of a contract of sale written by a second hand in black ink parallel to the vertical fibres. The script of this text points to the beginning of the third century A.H. Diacritical points are added only in one word.

Place of discovery probably al-Ušmûnain.

In good condition as far as preserved.

Recto :

١ [ بسم الله الرح ] — من الرح — [ يم ]  
 ٢ [ م ] ان سكان بم [ شها ]

Verso :

١ [ بسم الله الرحمن الرحيم ]  
 ٢ هـ [ نذ ] ما اشترى موسى بن عفان [ ..... ] الساكن بمشها قرية  
 ٣ من قرى أعلى أشمون اشترى من عـ  
 ٤ [ اى الذليف الساكن بـ ] مشها  
 ٥ [ فلان بن سـ ] هل ثلثي منزل  
 ٦ [ اـ ] د عشر سـ [ ما من أربع وعشرين سهما ]

Recto:

1. [In the name of God, the Com]passionate, the Merciful].
2. [ ..... ] belon]ging to the inhabitants of  
 Bam[šahâ.....]

Recto : 4. الذليف is the only word dotted in the papyrus. — 5. Ms. لى , the scribe has inadvertently added a superfluous apex.



## Verso :

1. In the name of God, the Compassionate, the Merciful.
2. Th[is] is what Mûsâ b. 'Affân, [.....residing in Bamšahâ, one]
3. of the villages of Upper Ašmûn, has bought: he has bought from '[..... ]
4. [the .....]ây, the snub nosed, residing in Ba[mšahâ .....]
5. [So and So, son of] Sahl, two thirds of the dwelling house [.....  
.....]
6. [.....e]leven sha[res of twenty four shares .....]

## Recto :

2. The place name is probably to be read بَمَشْهَ (cf. IBN DUQMÂQ, *Kitâb al-Intiṣâr li-wâsiṭat 'iqd al-Amṣâr*, V, p. 17). This village may be identical with بَنْشَهَ mentioned in 'ABD AL-LATÎF (trad. par S. DE SACY, p. 694) and IBN AL-GÎ'ÂN, *Kitâb at-Tuhfa as-Sanîya*, p. 177<sub>22</sub>).

## Verso :

3. For the *Kûra* of Upper Ašmûn cf. A. GROHMANN, *Probleme der arabischen Papyrusforschung*, p. 386.
4. ذَلِيف must be a parallel form to أَذْلَفُ (E. W. LANE, *An Arabic-English Lexicon*, I, p. 974 "a man with a nose small in the tip") but is not quoted in the dictionaries. For the place-name بَمَشْهَ cf. recto l. 2.

## 56

Ta'rîḥ n° 1865. Du 'l-Qa'da 239 A.H. (3rd April to 3rd May, 854 A.D.).

Reddish leather. 51×28.3 cm. The contract of sale is written in black ink by the hands of sixteen different persons, some of whom show a very rude penmanship. The diacritical points are entirely wanting. Lines 27 to 29 are in Coptic. The text of the document (ll.1-17) is written in a clear, but inelegant *Nashî* by al-Yasa' b. 'Îsâ, the scribe of n° 48. The fifteen witnesses have signed with their own hands (B l. 18, C l. 19, D l. 20, E ll. 21-22, F ll. 23-24, G l. 25-26, H l. 26, I [Coptic] ll. 27-29, K l. 30, L l. 31,



M l. 32, N l. 33, O l. 34, P l. 35-36, Q ll. 37-40. In the right upper corner on verso the consignation of the document is given in black ink. The document has probably been rolled and tied in the same way as n° 48, but no indications of this are present.

Place of discovery Edfû.

In good condition and complete.

General number 37650.

Reproduced by B. MORITZ, *Ar. Pal.*, Pl. 112, 113.

- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترت يونه ابنت حليصا اشترت من زوجها يزيد الجرار منزل له في علا
- ٣ مدينة ادفوا بما غلق عليه بابه وأحاطت به جدرانها داخل فيه وخارج منه بجميع حقوقه وحدوده
- ٤ وأرضه وسمانه وأركانه الأربع جماعة هذا المنزل حده القبلي منزل سواد بن بقونس الدباغ ومعصرة النضر الزيات
- ٥ وأشراكه حده الغربي منزل بلتوس الطيب والممر بينهما وحده البحري يلي منزل قيس
- ٦ بن هرون النجار والممر بينهما وحده الشرقي يلي منزل سواد الحراث وباب هذا
- ٧ المنزل مفتوح الى البحري اشترت يونه ابنت حليصا من زوجها يزيد الدباغ هذا
- ٨ المنزل المحدود الموصوف في هذا الكتاب بجميع حقوقه وحدوده بدينر وزن
- ٩ القاسم حدوده وحده المثاقيل الحديد قد نقدت يونه ابنت حليصا زوجها يزيد الدباغ

9. The scribe has cancelled the first three words by a line drawn through them. Only the Tâ of نقدت is pointed in the Ms.



١٠ الدينير ثمن المنزل وسلم يزيد الدباغ الى زوجته يونه ابنت حليصا المنزل كله  
١١ بجميع حقوقه وحدوده ومرافقه وابرتة يونه ابنت حليصا من الدينير  
وقبضت

١٢ يونه المنزل وصار مال من مالها وفي ملكها بالثمن المسما في هذا الكتاب  
١٣ وهو دينير مثقال بعد تعرف من يونه ابنت حليصا بما اشترت قبل  
الاشترا

١٤ ومعرفة من يزيد الدباغ بما باع قبل البيع وتعرفهما جميعا بما في هذا  
الكتاب

١٥ بعد البيع عن تراض فان لحق يونه ابنت حليصا درك من أحد من  
الناس فعلى يزيد

١٦ الدباغ < ١ > نقاذ بيعه وخلاصه على بيع الاسلام وعهدة الاسلام شهد على ذلك  
١٧ اليسع بن عيسى وهو كاتب الكتاب وشهادته في ذى القعدة سنة تسع  
وثلاثين ومائتين

١٨ وعلى بن عبد الأعلى بن معوية وكتب شهادته بخطه

١٩ وعبد الله بن زكري وكتب شهادته بخطه

٢٠ شهد احمد بن محمد القيسي بجميع ما في هذا الكتاب وكتب هـ

٢١ وعبد الأعلى بن معوية بن عبد الأعلى وكتب شهادته على يزيد الدباغ  
وعلى إقرار يونه بالقبض والدفع

٢٢ وشهادته في ذى القعدة سنة تسع وثلاثين ومائتين

12. Although the manuscript shows a group like ملكها we ought to read ملكها ; as a slip of the pen for ملكة (E. FAGNAN, *Additions aux dictionnaires arabes*, Paris, 1923, p. 166 "caractère melk [ou de propriété individuelle] de la terre") is hardly to be suggested.—13. The last word of the line is to be read الاشتر , not اشتر , as one would at first be tempted to read it; the Râ is here executed with an apex as in المنزل (l. 12). If it had been joined immediately to Šîn it would have been connected with the preceding letter by a short horizontal stroke as in الشرق (l. 6).—16. We should expect على شرط بيع , but the scribe wrote عهدة a slip of the pen due to force of habit (cf. على شرط بيع وعهدة in n° 57<sup>14-15</sup>).



٢٣ وغيث بن محمد بن مراد وكتب شهادته بيده على إقرار

٢٤ يزيد بجميع ما في هذا الكتاب (Paragraph sign)

٢٥ شهد على ذلك عبد الله بن الحجاج بجميع ما في هذا الكتاب وشهادته  
في ذى القعدة

٢٦ سنة تسع وثلثين وماتين وعبد الأول بن عبد العزيز وكتب شهادته بخطه

ANOK MOYCE APON TIOMINTPE EXN ..... ٢٧

..... ٢٨

..... ٢٩

٣٠ وهرون بن إسحق وكتب شهادته بجميع ما في هذا الكتاب (Handmark)

٣١ وعبد الصمد بن هرون وكتب شهادته بخطه

٣٢ وحميد بن { بن } عبيد وكتب شهادته بخطه

٣٣ واحمد بن موسى وكتب شهادته بخطه

٣٤ وعيسى بن موسى وكتب شهادته بخطه

٣٥ وحسين بن علي الخراساني وكتب شهادته على إقرار يزيد بن قاسم

٣٦ الدباغ بجميع ما في هذا الكتاب وكتب شهادته بخطه

٣٧ علي بن مومل وكتب شهادته على إقرار يزيد

٣٨ بن قاسم الدباغ بجميع ما في

٣٩ هذا الكتاب

٤٠ بخطه

Verso :

فيه كتاب منزل يونه ابنت حليصا

25. The third word is smeared but cannot be anything other than ذلك. —  
27-29. I could decipher only the beginning of line 27, the rest is so badly written,  
that I can propose no reading for it. — 32. بن has been erroneously repeated by the  
scribe ; بخطه is fully dotted in the Ms.



1. In the name of God, the Compassionate, the Merciful.
2. This is what Yûna, daughter of Ḥeliṣâ, has bought: she has bought from her husband Yazîd, the leather-bottle merchant, a dwelling house belonging to him, in the upper part of
3. the town of Edfû, with what its door encloses and its wall(s) encompass (both) within and without, with all the rights and boundaries thereof,
4. and its land and its sky and its four corners. The southern boundary of this dwelling house is (formed) in its entirety (by) the dwelling house of Sawâd b. Baqaunis, the tanner, and the press of an-Naḍr, the oilseller,
5. and his fellow holders; its western boundary is (formed by) the dwelling house of Pilatos, the physician, and the passage between them both; and its northern boundary borders on the dwelling house of Qais
6. b. Harûn, the carpenter, and the passage between them both; and the eastern boundary borders on the dwelling house of Sawâd, the ploughman, and the door of this
7. dwelling house opens to the north. Yûna, daughter of Ḥeliṣâ, has bought from her husband Yazîd, the tanner, this
8. dwelling house, defined and described in this contract, with all its rights and boundaries, for one dînâr, according to
9. the new (standard) weight of the *mitqâls*. Yûna, daughter of Ḥeliṣâ, has paid to her husband Yazîd, the tanner,
10. the dînâr as the price for the dwelling house, and Yazîd, the tanner, has handed over to his wife Yûna, daughter of Ḥeliṣâ, the dwelling house in its entirety,
11. with all its rights and boundaries and appurtenances, and Yûna, daughter of Ḥeliṣâ, has given him a quittance for the dînâr, and Yûna
12. has taken over the dwelling house and it has become her own property and (has come) into her possession for the price named in this contract,
13. and this is one dînâr *mitqalî*, after that Yûna, daughter of Ḥeliṣâ, had taken cognizance of that which she has bought before the purchase,
14. and (after) the cognizance of Yazîd, the tanner, in respect to that which he has sold before the sale; and (after) they both have taken cognizance of all that (is contained) in this act



15. after the sale, on the ground of their (mutual) consent. But if any evil consequence (therefrom, *vindicatio*) should befall Yûna, daughter of Helîsâ, from any other person, then the

16. recuperation for its sale and its indemnification are incumbent upon Yazîd, the tanner, according to Islamic law of sale and Islamic deed of sale. There have testified to it:

17. Al-Yasa' b. 'Îsâ, who is the writer of the document, and his testimony has been given in Du 'l-Qa'da of the year two hundred and thirty nine.

18. And 'Alî b. 'Abd al-A'lâ b. Mu'âwiya, who has written his testimony in his (own) handwriting.

19. And 'Abdallâh b. Zakariya who has written his testimony in his (own) handwriting.

20. Aḥmad b. Muḥammad al-Qaisî, is witness respecting all that (is contained) in this act, and he has written. (Paragraph sign).

21. And 'Abd al-A'lâ b. Mu'âwiya b. 'Abd al-A'lâ, who has written his testimony with regard to Yazîd, the tanner, and to the acknowledgment by Yûna respecting the receipt and the delivery,

22. and his testimony (has been given) in Du 'l-Qa'da of the year two hundred and thirty nine.

23. And Ġiyât b. Muḥammad b. Murâd, who has written his testimony with his (own) hand to the acknowledgment

24. by Yazîd of all that (is contained) in this act. (Paragraph sign).

25. 'Abdallâh b. al-Ḥaġġâġ has been witness to it respecting all that (is contained) in this act, and his testimony (has been given) in Du 'l-Qa'da

26. of the year two hundred and thirty nine. And 'Abd al-Awwal b. 'Abd al-'Azîz, who has written his testimony in his (own) handwriting.

27. (In Coptic) I Moses Aron am witness to . . . . .

28. . . . .

29. . . . .

30. And Hârûn b. Ishâq, who has written his testimony in respect of all that (is contained) in this act. (Handmark).

31. And 'Abd aş-Şamad b. Hârûn, who has written his testimony in his (own) handwriting.



32. And Ḥamîd b. 'Ubaid, who has written his testimony in his (own) handwriting.

33. And Aḥmad b. Mûsâ, who has written his testimony in his (own) handwriting.

34. And 'Îsâ b. Mûsâ, who has written his testimony in his (own) handwriting.

35. And Ḥusain b. 'Alî, the Ḥurâsânî, who has written his testimony to the acknowledgment by Yazîd b. Qâsim,

36. the tanner, respecting all that (is contained) in this act, and he has written his testimony in his (own) handwriting.

37. 'Alî b. Mu'ammal, who has written his testimony to the acknowledgment by Yazîd

38. b. Qâsim, the tanner, respecting all that (is contained) in

39. this act

40. in his (own) handwriting.

#### Verso :

Herein is the act concerning the dwelling house of Yûna, daughter of Ḥelîṣa.

2. For Yûna, daughter of Ḥelîṣâ, see n° 48<sub>2</sub>, her husband, Yazîd b. Qâsim, is mentioned *ibid.* ll.2/3, 5, 10, 12, 14, 16, 18, 21, 23, 25, 27–29, 33, 36 ; for his calling الحزار see the remarks on n° 48<sub>3</sub>, p. 115.

3. The town of Edfû (Coptic ⲁⲩⲉⲩⲱ) in Upper Egypt belonged to the district of Aswân, but was according to AL-YA'QÛBÎ (*BGA*, VII, p. 334) and QUDÂMA (*BGA*, VI, p. 247) the metropolis of an independent district in the last decades of the third century of the Hiġra (cf. A. GROHMANN, *Probleme der arabischen Papyrusforschung*, p. 392).

4. The patronymic بقونس corresponds to Παζζώνης occurring in the place name شبرا بقونس (ἐπολιτεῖον Παζζώνειας) in *P. Heid.* III, p. 106–108. Presses (معصرة) are mentioned several times in the papyri (n° 60<sub>5</sub>; PERF n° 698<sub>9-10</sub>, 16, PER Inv. Ar. Pap. 11055). The sale of an oil press forms the subject of the deed of sale, referred to on p. 81 (Cairo, Arab Museum Inv. n° 9818). The press mentioned here may be regarded as an oil-press since its owner is called الزيات. The words ومعصرة النضر الزيات



were inserted later by the scribe above the line, and it is remarkable that this fact, as also the correction at the beginning of l. 9, is not mentioned at the end of the text as was usual (cf. the remarks on l. 12 in n° 39, p. 81 ff.).

5. The personal name *بلتوس*, the transcription of Coptic *πιαστός* (W.E. CRUM, *CMRL*, n° 250 [p. 120]; H. THOMPSON, *PSBA* XXXIV [1912], p. 176; *CPR II*, n° 168, [p. 152]), Greek *Πιαστός* (cf. F. PREISIGKE, *Namenbuch*, col. 325), occurs frequently in the Papyri, e.g. P. Cair. B.É. Ta'rîh n° 1800 left side l. 2; PER Inv. Ar. Pap. 153<sub>2</sub>, 5999<sup>v</sup><sub>19, 35</sub>, 6007<sub>2</sub>; P. Berol. 9160<sub>6</sub>.

11. According to J. SCHACHT the original text is perhaps to be interpreted as meaning that the husband has given to his wife Yûna the house as an equivalent for the outstanding residue of her nuptial gift to the amount of one dînâr (see n° 48, p. 108 ff.). Thus Yûna had to give him a quittance for the price of the house which at the same time is the amount of the outstanding dowry. Both of them are thus quit of their obligations.

17. The same man has signed in n° 48<sub>8</sub>. The *Du'l-Qa'da* of the year 239 A.H. began on the 3rd April, and ended with the 3rd May of the year 854 A.D.

19. The same person is witness in n° 48<sub>28</sub>. For the orthography of *ز كرى* see F. PONS BOIGUES, *op. cit.*, p. 108.

20. For the paragraph sign concluding the line see *CPR III*, I, 1 p. 73. The *nisba* *القبيسي* may signify membership of the North-Arabic tribe of Qais settled in Egypt (cf. AL-MAQRÎZÎ, *Abhandlung über die in Ägypten eingewanderten arabischen Stämme*, pp. 446, 487–489; C. H. BECKER *Beiträge zur Geschichte Ägyptens unter dem Islam*, I [Strassburg, 1902], pp. 126–28; AD-DAHABÎ, *Muštābih*, p. 434 note; AS-SUYŪTÎ, *Lubb al-Lubāb*, p. 215; AS-SAM'ĀNÎ, *Kitāb al-Ansāb*, fol. 468). But it is more probable that the *nisba* relates here to the town of al-Qais, the metropolis of the district bearing the same name (*P. Heid.* III n° 8<sub>2</sub>; *PAF* n° 9<sub>2</sub>; AL-MAQRÎZÎ, *Ḥiṭat*, I, p. 73<sub>23</sub> [for al-Fašn]; AL-QALQAŠANDÎ, *Ṣubḥ al-A'sā*, III, p. 381; YÂQŪT, *Mu'ğam*, ed. F. WÜSTENFELD, IV, p. 215, 549, *Muštārik*, p. 365) for which cf. J. MASPERO-G. WIET, *Matériaux pour servir à la géographie de l'Égypte*, *MIFAO* XXXVI (1919), pp. 160 ff. The town, corresponding



to Coptic  $\kappa\alpha\iota\varsigma$ ,  $\kappa\omicron\gamma\iota\varsigma$  (Greek  $\kappa\upsilon\nu\omega$ ,  $\kappa\upsilon\nu\omega\nu$ , Kynopolis), S.W. of Benî Mazâr in Upper-Egypt, was important for its manufacture and the cultivation of fruits and sugarcane (cf. AL-YA'QÛBÎ, *Kitâb al-Buldân*, BGA, VII, p. 331; AL-IDRÎSÎ, *Kitâb nuzhat al-Muštâq fî ihtirâq al-Âfâq* trad. par A. JAUBERT, I, Paris, 1836, p. 124).

23. For the different possibilities of reading the name  $\text{عاب}$  cf. the remarks on n° 51<sub>30</sub>, p. 129.

24. For the paragraph sign concluding the signature of the witness cf. CPR III, I, 1, p. 73. The same sign concludes also the signature of the witness in l. 31 on the deed of sale found in Edfû (Arab Museum Inv. n° 9818 and referred to here p. 81).

25. The same man has signed in n° 48<sub>29</sub>.

26 For the signification of the two slanting strokes concluding the signature of the witness here and in l. 31, 36 cf. the remarks on n° 39<sub>27</sub> (p. 82).

27-29. The rare case occurs here in which a Christian witnesses to the deed in his mother-tongue. Such Coptic attestations in Arabic documents are also to be found in PER Inv. Ar. Pap. 8451<sub>r.5-6</sub>, 8679<sub>r.8-9</sub>. On this matter cf. A. GROHMANN, *Aperçu de papyrologie Arabe*, p. 79 and note 3.

31. The same witness is mentioned in n° 48<sub>31</sub>.

32. The witness has signed also in n° 48<sub>32</sub>,

33. The same person occurs as a witness in n° 48<sub>30</sub>.

35. This man is the father of the witness mentioned in n° 48<sub>43</sub>

37. The same man has signed in n° 48<sub>36</sub>

## 57

(Pl. IX)

Ta'riḥ n° 1899. Muḥarram, 341 A.H. (29th May to 28th June, 952 A.D.).

Dingy white paper. 26.5 × 15.1 cm. The text of the document is written in brown ink, reverse blank. Diacritical points are used very sparsely. The paper has been folded parallel to the lines from bottom to top and then again in the middle, the width of the successive folds being 1.7 + 2 + 2 + 2 + 2 + 2.1 + 2.2 + 2.4 + 2.5 + 2.5 + 2.3 + 2.3 cm.

Place of discovery probably al-Fayyûm.

Complete and in good condition.

General number 38677.



- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى يحنس بن شنوده بن بطاقس من مقطلى ابنت شنوده
- ٣ بن أيوب وهما جميعا من سكان ططون من كورة الفيوم حصتها
- ٤ من المنزل المشاع بينها وبينه وهو السدس منها أربع أسهم
- ٥ من أربع وعشرين سهما بحده وحدوده ومدخله ومخرجه وسفله
- ٦ وعلوه داخل فيه وخارج منه حدّه القبلى منزل قفرى القمبشاوى
- ٧ وحدّه البحرى طريق المسارة وحدّه الشرقى منزل جرمنه ابنت تميصة
- ٨ وحدّه الغربى عرصه لورثة بنى إيشايه اشترى ذلك منها بدينار
- ٩ واحد عينا ذهبا وازن بالحديد من العين المعسولة قد قبضت
- ١٠ مقطلى هذا الثمن تاما وافيا وتبرت من هذه الحصة وسلمت
- ١١ ذلك الى يحنس بن شنوده وحازه وملكه وصار ذلك مال من ماله
- ١٢ وملك من ملكه أن شا باع وأن شا بنا وأن شا سكن ليس لمقطلى
- ١٣ ابنت شنوده فى هذا المنزل بعد هذا الكتاب دعوى ولا طلبة
- ١٤ بوجه من الوجوه ولا سبب من الأسباب باعت ذلك على شرط
- ١٥ بيع الاسلام وعهدته فما كان من علقه أو اتباعة أو طارى
- ١٦ بدين أو مستحق بميراث فانقاذ ذلك وخلاصه على مقطلى
- ١٧ ابنت شنوده بالغ ما بلغ من خالص مالها شهد على اقرار
- ١٨ مقطلى ابنت شنوده بجميع ما فى هذا الكتاب بعد أن قرى
- ١٩ عليها وعرفته واقرت بفهمها فى صحة من عقلها وبدنها وجواز
- ٢٠ أمرها طابعة غير مكرهة ولا مجبرة طالبة راغبة وذلك فى المحرم
- ٢١ لسنة احدى وأربعين وثلاثمائة شهد على ذلك

1. The words بسم الله الرحمن الرحيم are provided with diacritical points.—2. بطاقس من is dotted in the original.—6. Ms. الصلي .



٢٢ شهد عبد الصمد بن يوسف بن هرون على اقرا < ر > مقطلى ابنت  
شنودة

٢٣ بجميع ما فى هذا الكتاب وكتب شهادته بخطه وذلك فى تاريخه  
٢٤ شهد اليسع بن عمر بن موسى على اقرار مقطلى ابنت شنوده ببيع حصتها  
٢٥ من المنزل الموصوف فى هذا الكتاب وكتب بخطه

1. In the name of God, the Compassionate, the Merciful.
2. This is what Yoḥannes b. Šanûda b. Paṭâqos has bought from Maq-talenâ, daughter of Šanûda
3. b. Ayyûb, who both (jointly) are numbered among the inhabitants of Tuṭûn of the district of al-Fayyûm: (he has bought) her share
4. of the dwelling house, shared in common between her and him, this being the sixth of it, four shares
5. of twenty four shares, to its limit and its boundaries, with its entrance and its exit, and (including) what is below
6. and above the surface, what is within and what is without; its southern boundary is (formed by) the dwelling house of Qufrâ, originating from Qambašâ,
7. and its northern boundary is (formed by) the main thoroughfare, and its eastern boundary is (formed by) the dwelling house of Germana, daughter of Tamise (?),
8. and its western boundary is (formed by) the open area belonging to the heirs of the sons of Ibsâye. He has bought this from her for one
9. dînâr, gold-coin, full weight according to the new (standard), (this sum) having been counted out (to her) in (current) gold-coin; Maqṭa-lenâ has already received
10. this price fully (and) entirely, and has released herself of this share and has handed it over to Yoḥannes b. Šanûda who has acquired and taken possession of it and it has become his own property

22. For اقرا the archetype erroneously has اقرا . — 24. مقطلى and بيع are dotted in the Ms.



12. and possession, (so that) if he will, he may sell it, and if he will, he may build (on it), and if he will, he may dwell in (it). Maqtalenâ,

13. daughter of Šanûda, has no claim and no pretensions respecting this dwelling house after (the completion of) this contract,

14. from any cause or reason whatever. She has sold this according to

15. Islamic law of sale and covenant; but if there should be any contention or vindication, or if someone should suddenly appear

16. with a debt, or should make a claim on the basis of any inheritance, then the recuperation and indemnification therefor are incumbent upon Maqtalenâ,

17. daughter of Šanûda, whatever it might amount to, out of her own means. (The following witnesses) have testified to the acknowledgment

18. by Maqtalenâ, daughter of Šanûda, respecting all that (is contained) in this contract, after that it had been read

19. to her and she had taken cognizance of it and acknowledged that she has understood it, she being in a state of sound mind and body, and capable of

20. transacting her business, voluntarily, without compulsion and not against her will, (but) demanding (and) desiring (it), and this in Muḥarram

21. of the year three hundred and forty one. There have testified to it:

22. 'Abd aṣ-Šamad b. Yûsuf b. Hârûn is witness to the acknowledgment by Maqtalenâ, daughter of Šanûda,

23. respecting all that (is contained) in this act, and he has written his testimony in his (own) handwriting and this on the date.

24. Al-Yasa' b. 'Umar b. Mûsâ is witness to the acknowledgment by Maqtalenâ, daughter of Šanûda, respecting the sale of her share

25. of the dwelling house described in this act, and he has written (it) in his (own) handwriting.

2. The buyer, Yoḥannes b. Šanûda b. Paṭâqos, has also entered into contracts in n° 58, 59 and P. Cair. B.É. Ta'rîḥ n° 1902. According to the latter document the name of his grandfather was Buṭrus Paṭâqos, which



may be considered as a double name (cf. G. HEUSER, *Die Personennamen der Kopten*, p. 123 ff.). بطاقس corresponds no doubt to Πέτακος in F. PREISIGKE, *Namenbuch*, col. 309, Coptic πιταγι (W. E. CRUM, *Coptic Manuscripts brought from the Fayyum*, n° 37<sup>v</sup>, p. 56), and the name of his sister to Μαγδαληνή.

3. ايوب corresponds here to Coptic αιωωβ, ειογβ, ειωβ, (cf. W. E. CRUM, *CMRL*, n° 362 [p. 170], *CMBM*, n° 1147 [p. 486], n° 386 [p. 181]).

The town of Tuṭûn, situated in the south part of the district of al-Fayyûm, is often mentioned in the papyri (cf. n° 58<sub>2-3</sub>, 59<sub>2</sub>, P. Cair. B.É. Ta'rîḥ n° 1902<sub>3</sub>; PER Inv. Ar. Pap. 8544, PERF n° 655<sub>6</sub>; P. Berol. 8005<sub>6</sub> [=BAU n° 7], 8007 [=BAU 14] l. 9 and on the right margin, 8009<sub>4</sub>, 8010<sub>4</sub>, 8053<sub>3</sub>, 8151<sub>3</sub>; P. Louvre E 7359<sub>6</sub>; *BKU* n° 26, p. 26; P. Mil. Arab. 31<sub>3</sub>).

In Coptic manuscripts the place is named τοϣτων ζμπτω πiom, τοϣτων επιom, τοϣτων ηπιαμ (cf. E. AMÉLINEAU, *La géographie de l'Égypte*, p. 323, 527-529; W. E. CRUM, *Coptic Manuscripts brought from the Fayyum*, n° 45<sup>ra</sup>, l. 12 and p. 65, as also *CMBM*, n° 692, p. 309). In AN-NÂBULUSÎ, *Kitâb ta'rîḥ al-Fayyûm*, p. 86<sub>14</sub> the place-name appears as تطون, this form being also used to-day (cf. *Dictionnaire des villes, villages, hameaux, etc. de l'Égypte* [Cairo, 1881], p. 143 *Tatoun*, Map of Egypt 1: 100000 published by the Survey of Egypt, Tuṭûn), and occurring corruptly in S. DE SACY, *Rélation de l'Égypte, par Abd-Allatif*, p. 682 n° 45 and IBN AL-ĠÎÂN, *Kitâb at-Tuhfa as-Sanîya*, p. 154<sub>3</sub> as تطون (cf. G. SALMON, *Répertoire géographique de la province du Fayyôûm*, p. 70). In conformity with these various spellings of the place-name the *nisba* referring to the place-name shows besides الططوني (W. E. CRUM, *CMBM*, n° 660, [p. 301], P. Berol. 8007<sub>1f.</sub>, 7<sub>f.</sub>, 12, 14<sub>f.</sub> [=BAU n° 14], 8011<sub>4-5, 13</sub> [=BAU n° 12], 8050<sub>5</sub>, 8052<sub>4</sub>, 8053<sub>4, 6</sub>, 8055<sub>4, 9, 18</sub> [=BAU n° 21], 8061<sub>1</sub>, 8179<sub>3</sub>, 8211<sub>9</sub>) also the variant form التطوني (P. Berol. 8008<sub>4</sub> [=BAU n° 22]).

5. The formula ومدخله ومخرجه recalls μετά τῆς εἰσόδου καὶ ἐξόδου in Greek contracts (cf. F. PREISIGKE, *Sammelbuch griechischer Urkunden aus Ägypten*, I, n° 5112, 5114, 5569). J. SCHACHT suggests that this division of house-property into 24 parts may be connected with the law of inheritance, where the shares of the heirs are calculated in twenty-fourths (cf. TH. W. JUYNBOLL, *Handbuch*, p. 252).



6. The name of قفري, occurring dotted in P. Cair. B. É. Ta'rîh n° 1771<sup>r</sup><sub>5</sub>, the Coptic ΚΟΥΠΡΕ (G. HEUSER, *Die Personennamen der Kopten*, p. 88, 90, Κόπρος) has been identified with Greek Κοπρῆς (cf. F. PREISIGKE, *Namenbuch*, col. 181, also Κοπρῆς) by J. v. KARABACEK, *WZKM* XI (1897), p. 17. Further instances of this name are n° 58<sub>2</sub>, P. Berol. 7515<sub>7</sub> (=BAU n° 11), PER Inv. Chart. Ar. 6765<sub>11</sub> قفري ابن القمص. The same person is mentioned in n° 58<sub>4</sub>. The *nisba* القمبشاوى occurring also in P. Berol. 8008<sub>8</sub> (=BAU n° 22), relates to the town of قَمْبَشَا in the south of the Fayyûm, the modern Qalamšâh cf. AHMED ZAKI-BEY, *Une description arabe du Fayoum au VII<sup>e</sup> siècle de l'hégire*, *Bul. Soc. Roy. de Géographie* v, n° 5, Cairo, 1899, p. 43; G. SALMON, *Répertoire géographique de la province du Fayyûm*, p. 71; AN-NÂBULUSÎ, *Kitâb ta'rîh al-Fayyûm*, p. 141). The original sources offer a different vocalization: the *Tuhfa* of IBN AL-ĞÎÂN, p. 157<sub>10</sub>, قَمْبَشَا; 'ABD AL-LATÎF trad. S. DE SACY, p. 683, n° 83, قَمْبَشَا, while in J. J. RIFAUD, *Gemälde von Egypten, Nubien und den umliegenden Gegenden* trans. G. A. WIMMER, p. 110 the name is written Kambischeh. The place is also mentioned in P. Berol. 8169<sub>3</sub>, PERF n° 671<sub>3</sub>. For Qalamšâh, the Coptic ΠΚΑΛΛΑΝΚΕ2 see also E. AMÉLINEAU, *La Géographie de l'Égypte*, p. 357.

7. The name حرمة may be read جرمنة Germana or حرمنة Hermina (cf. n° 60<sub>3</sub>); for the name of her father تميسه a Coptic equivalent has not yet been found.

8. اَبْشَايه corresponds to Coptic πωοι (P. Lond. IV, p. 570 s.v.), Πεσάυ, Πεσάου, Πεσώυ (F. PREISIGKE, *Namenbuch*, col. 307 ff; cf. اَبْشَاي in W. E. CRUM, *CMBM*, n° 712, p. 315). The sons of this man are also mentioned in n° 58<sub>5</sub>.

9. For this passage cf. n° 48<sub>3-4</sub>, 58<sub>6</sub>, 59<sub>6</sub>, 62<sub>9</sub>. العين المعسول is also to be found in P. Cair. B. É. n° 181<sub>5-6</sub>.

20/21. The Muharram of the year 341 of the Hîgra began on 29th May and ended with 28th June, 952 A.D.

22. The same person occurs as a witness in P. Cair. B. É. Ta'rîh n° 1902<sub>14</sub>.



## 58

(Pl. XII)

Ta'riḥ n° 1903. Ġumâdâ II, 341 A.H. (24th October to 22nd November, 952 A.D.).

White parchment, coloured yellow on the back.  $34 \times 25.8$  cm. The text of the document is written only on the inner (flesh) side, ll. 1–13 (hand A) and the signature of the witnesses B (ll. 14/15 right side), C (ll. 14/15 left side) and D (ll. 15/16 right side) in reddish-brown ink, that of E (ll. 17–18) in black ink, the signature of the witness F (l. 19) in rust-coloured ink; entirely destitute of diacritical points. The parchment has been folded parallel to the lines from bottom to top, the width of the successive folds is  $2.6 + 2.7 + 2.9 + 3.1 + 3.4 + 5.3 + 5.1 + 3.4 + 2.8$  cm.

Place of discovery probably al-Fayyûm.

The parchment has been stitched over lines 7–9, and below the text; the bottom right corner is broken off, the beginning of the lines 3–5 and the end of ll. 6–8 mutilated.

General number 38681.



- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى يحنس بن شنوده بن بطاقس من موسى بن سكريس وسمويل بن شنوده بن قفري من سكان ططون من كورة
- ٣ الف[يوم] ا[ش]ترى منهما حصتهما من المنزل المشاع بينهما وبين سرماده بن يحنس بن قزمان وهو اثنا عشر سهما من أربعة
- ٤ [وعشري]ن سهما بحده وحدوده وسفله وعلوه وداخل فيه وخارج منه حده القبلي منزل قفري القمبشاوي وحده
- ٥ [البحر]ى طريق المارة وحده الشرقى منزل حرميده بن سسنه وحده الغربى عرصه لورثة بنى أبشايه اشترى ذلك
- ٦ منهما بهذه ثلاثة الدنانير وثلث عينا ذهبا وازن بالجديد قد قبض موسى بن سكريس وسمويل بن شنوده ال[ثلاثة]
- ٧ الدنانير وثلث وسلم ذلك الى يحنس بن شنوده بطاقس وقبضه وحازه وملكه وصار ذلك مال م[ن ماله]
- ٨ وملك من ملكه إن شا باع وإن شا بنا وإن شا سكن ليس لموسى بن سكريس وسمويل بن شنوده فى هذا[ا]
- ٩ الم[نزل بعد هـ]ذا الكتاب دعوى ولا طلبة بوجه من الوجوه ولا سبب من الأسباب باعوا ذلك على شرط
- ١٠ بيع الاسلام وعهدته فما كان من علقه أو تباعة أو طارى بدين ف< ل > نقاذ ذلك وخلاصه على موسى بن سكريس

6. Though the first three words are only faintly visible, the reading proposed may be regarded as practically certain. Of the last word of the line only the article, the upper parts of لا and هـ are preserved.—7. Evidently the clerk omitted بن after شنوده by inadvertence.—8. من is only faintly visible.—9. The beginning of the line is hardly recognizable the ink being faded, in some parts to invisibility; but ال and ذا are pretty certain. The completion is assured by n° 59.



- ١١ [وس] مويل بن شنوده بالغ ما بلغ من خالص مالهما شهد على إقرار موسى بن سكريس وسمويل بن شنوده بجميع ما في هذا
- ١٢ الكتاب بعد أن قرى عليهما وعرفوه وأقرّوا بفهمه في صحة عقليهما وبدنهما وجواز أمورهما طايعين
- ١٣ غير مكرهين ولا مجبرين طالبين راغبين وذلك في جمادى الآخر من سنة إحدى وأربعين وثلاثمائة
- ١٤ [شهد محمد] بن أحمد بن علي بن رحمة على إقرارهما شهد عبد الرحمن بن هدى
- ١٥ [بما فيه] وكتب بخطه شهد ابراهيم بن أحمد على إقرار [البقا] البقار على جميع ما فيه
- ١٦ موسى بن سكريس بجميع ما في هذا الكتاب و < كتب > بخطه
- ١٧ [شهد خيار] بن إسماعيل بجميع ما في هذا الكتاب وكتب شهادته بخطه
- ١٨ [شهد فلان بن] جبريل بجميع ما في هذا الكتاب وكتب عنه خيار بن إسماعيل بأمره ومحضره
- ١٩ [شهد فلان ب] ن يوسف على جميع ما في هذا الكتاب وكتب شهادته بخطه

13. *أربعين* is very indistinct in the original, but hardly another number would be consistent with the visible letters. —  
 15. Of *و*, only the head is preserved. The first word under *شهد* can only be regarded as an unfortunate attempt to write *البقار*. The witness using a bad pen from which the ink flowed too freely tried to obliterate the badly written word by smudging it and put *البقار* by the side of it. — 16. *سكريس* is evidently miswritten for *سكريس*. — 18. The writer was using a blunt pen and so several words are indistinct, but the reading is quite certain. The patronymic of the witness is no doubt *جبريل*.



1. In the name of God, the Compassionate, the Merciful.
2. This is what Yoḥannes b. Šanûda b. Paṭâqos has bought from Mûsâ b. Sakrîs and Samawîl b. Šanûda b. Qufrâ, (who are) numbered among the inhabitants of Tuṭûn of the district of
3. al-Fa[yyûm]: he has [bou]ght from them both their share of the dwelling house, shared in common between them both and between Sarmâde b. Yoḥannes b. Quzmân, this being twelve shares of [twenty]four
4. shares, to its limit and its boundaries and (including) what is below and above the surface, what is within and what is without; its southern boundary is (formed by) the dwelling house of Qufrâ, originating from Qambašâ, and its [nor]thern
5. boundary is (formed by) the main thoroughfare, and its eastern boundary is (formed by) the dwelling house of Ḥormîde b. Sisinna, and its western boundary is (formed by) an open area belonging to the heirs of the sons of Ibšâya. He has bought this
6. from them both for these three dînârs and a third, gold-coins, full-weight according to the new (standard). Mûsâ b. Sakrîs and Samawîl b. Šanûda have received the three
7. dînârs and a third and have handed it (the dwelling house) over to Yoḥannes b. Šanûda (b). Paṭâqos, and he has taken it over and acquired and taken possession of it and it has become his own property
8. and possession, (so that) if he will, he may sell it, and if he will, he may build (on it), and if he will, he may dwell in (it). Mûsâ b. Sakrîs and Samawîl b. Šanûda have no claim
9. and no pretensions respecting this dwell[ing house after (the completion of) th]is contract from any cause or reason whatever. They have sold this according to Islamic law
10. of sale and covenant; but so far as there would be any contention or vindication or if some one should suddenly appear with a debt, then the recuperation and indemnification therefor are incumbent upon Mûsâ b. Sakrîs
11. [and Sa]mawîl b. Šanûda, whatever it might amount to, out of their own means. (The following witnesses) have testified to the



acknowledgment by Mûsa b. Sakrîs and Samawîl b. Šanûda respecting all that (is contained) in this

12. contract, after that it had been read to them both and they had taken cognizance of it and acknowledged that they have understood it, they being in a state of sound mind and body, and capable of transacting their business, voluntarily,

13. without compulsion and not against their will, (but) demanding (and) desiring (it), and this in Ġumâdâ II of the year three hundred and forty one.

14. Muḥammad b. Aḥmad b. 'Alî b. Raḥma is witness to their acknowledgment (15)[respecting that which (is contained) herein] and he has written (it) in his(own)handwriting. 'Abd ar-Raḥmân b. Hudayy (15), the cow-drover, is witness to all that (is contained) herein.

15. Ibrahîm b. Aḥmad is witness to the acknowledgment

16. by Mûsâ b. Sakrîs respecting all that (is contained) in this contract, and < he has written (it) > in his (own) handwriting.

17. [Hiyâr] b. Isma'îl [is witness] to all that (is contained) in this contract and he has written his testimony in his (own) handwriting.

18. [So and So, son of] Ġibrîl [is witness] to all that (is contained) in this contract and Hiyâr b. Isma'îl has written instead of him at his order and in his presence.

19. [So and So, s]on of Yûsuf is witness to all that (is contained) in this contract and he has written his testimony in his (own) handwriting.

2. For the buyer concerned here cf. n° 57<sub>2</sub>. سكريس corresponds according to H. MUNIER to Σωχάρις (F. PREISIGKE, *Namenbuch*, col. 402). For the town of Tuṭûn see n° 57<sub>3</sub>, p. 172.

3. It is very likely that the person concerned here is the same as Sarmâde b. Yoḥannes in no 59<sub>3</sub>. The name سمراده is the transcription of the Coptic short form ΣΑΡΜΑΤΑ (W. E. CRUM, *CMBM*, n° 344, p. 161), ΣΑΡΜΑΤΕ (G. HEUSER, *Die Personennamen der Kopten*, p. 89ff.) , corresponding to Greek Σαρμάτας, Σαρμάτης (F. PREISIGKE, *Namenbuch*, col. 364). Another instance of it is to be found in P. Berol. 8005<sub>3,4</sub>.



The first reading of the name فرمان that suggests itself is obviously فرمان Kosmas, a variant form for Coptic ΚΟCMA, ΚΩCMA, ΚΟΥCMA (*CPR* II, p. 202) occurring frequently in the papyri (e.g. dotted فرمان in P. Berol. 8008<sub>7</sub> (=BAU n° 22). But it must be noticed that the reading فرمان (Παράμμων, Παράμων, F. PREISIGKE, *Namenbuch*, col. 279) would also be possible (which name occurs dotted in PER Inv. Ar. Pap. 8650), as already O. LOTH, *Zwei arabische Papyrus* in *ZDMG* XXXIV (1880), p. 687 pointed out when editing a Fayyûm papyrus.

4. Qufrâ al-Qambašâwî is also mentioned in n° 57<sub>6</sub>.

5. As H. MUNIER kindly informs me حرميده corresponds perhaps to Ἀρμόδιος or Ὀρμόδιος (F. PREISIGKE, *Namenbuch*, col. 51, 243), the frequently occurring form سسنه is CICINNA (W. E. CRUM, *Coptic manuscripts brought from the Fayyum*, n° 36<sub>1</sub>, p. 55), CICINI (*CPR* II, n° 151<sub>5</sub>; W. E. CRUM, *CMBM*, n° 602 [p. 287], 673 [p. 305]), CICNE (W. E. CRUM, *Coptic Ostraca*, n° 451, p. 74) while the form سوسنه in AL-MAQRÎZÎ, *Hitat*, II, p. 495<sub>18</sub> is the transcription of Coptic COYCINE (PERF n° 51, W. E. CRUM, *CMBM*, n° 489, p. 232), COYCINH or CWCINNE (*CPR* II, p. 205), COYCINNE (W. E. CRUM, *CMBM*, n° 1141, p. 484). For ابشايه cf. n° 57<sub>8</sub>.

6. For the passage وازن بالجدید see n° 48<sub>3-4</sub>, 57<sub>9</sub>, 59<sub>6</sub> and p. 116.

14. Muḥammad b. Aḥmad b. 'Alî b. Raḥma has also witnessed in n° 59<sub>11</sub>, 'Abd ar-Raḥmân b. Hudayy ibid. l. 13. For هَدَى cf. IBN DURAID, *Kitâb al-İstiḳâq* ed. F. WÜSTENFELD (Göttingen, 1854), p. 255<sub>5</sub>.

15. Ibrahîm b. Aḥmad is also mentioned as a witness in n° 59<sub>14</sub> and it is highly probable that he has signed also in P. Berol. 9159<sub>32</sub> (346 A.H.).

16. Such errors are not rare, even in common names, e.g. اليث (for الليث) PERF n° 798<sub>4</sub>, مقاره بن مرقوه (for مقاره بن مرقوره) P. Cair. B. É. n° 147<sub>12</sub>.

17. There are several possibilities of reading the name حمار; according to AD-DAHABÎ, *Muṣṭabih*, p. 86, 192 ff. we have the choice between خيَار, حَيَّار and جَبَّار but I prefer the former as the more common. The same man has signed as a witness in P. Berol. 9159<sub>33</sub> (346 A.H.).

19. The same man has signed in n° 59<sub>12</sub>.



## 59

(Pl. XI)

Ta'rih 1901. Ša'bân, 341 A.H. (22nd December, 952 A.D. to 20th January, 953 A.D.).

White parchment, coloured yellow on the back.  $35 \times 26.3$  cm. The text of the contract is written only on the inner (flesh) side, ll. 1-11 with black ink (hand A), the signature of the different witnesses (B, ll. 11/12 left side, C ll.12/13 right side, D l.13 left side, E l.14) in rust-coloured ink. We observe Šin is differentiated by a slanting dash from Šîn (cf. n° 38, p. 67). Diacritical points are used sparingly. The parchment has been folded parallel to the lines, but only the three upper folds ( $0.8 + 4.4 + 4.6$  cm) are discernable.

Place of discovery perhaps al-Fayyûm.

Mutilated in a few places, in general in good condition.



- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى يحنس بن شنوده بطاقس من عبد العزيز بن مقبل وهما جميعا من سكان ططون من كورة الفيوم اشترى منه [هـ] الـ [منزل المشاع]
- ٣ بينه وبين سرماده بن يحنس التي اشترها منه وهو النصف من المنزل مشاع غير مقسوم اثنا عشر سهما من أربعة وعشرين سـ [بهما بحده وحدوده]
- ٤ ومدخله ومخرجه وكل حق هو لهذا المنزل داخل فيه وخارج منه حده الأول وهو القبلي ينتهي الى خزانة لقوريل بن كيل وعلوها عزبة لورثة [فلان]
- ٥ الافطس وحده البحرى الطريق المارة وحده الشرقى منزل حرمدة ابنت مرقورة وحده الغربى الطريق المارة ومنه المدخل الى هذا [المنزل] [ل]
- ٦ اشترى ذلك منه بأربع الدنانير مئاقيل معسولة وازن بالجديد قد قبض عبد العزيز بن مقبل هذا الثمن تاما وافيا وتبرى من هذا المنزل الموصوف فى هـ [لذا]
- ٧ الكتاب وسلم ذلك الى يحنس بن شنوده بطاقس وحازه وملكه وصار ذلك مال من ماله وملك من ملكه أن شا باع وأن شا عمر وأن شا عطل ليد [س]

1. منه , الفيوم , جميعا , مقبل , شنوده Ms.—2. Ms. is dotted in the Ms.—3. عشر and مقسوم are dotted in the Ms.—4. The only word dotted is منه (dotted in the Ms.) is apparently a correction by the hand of the writer of the document from عسا (cf. n° 577).—5. مرقورة (dotted in the Ms.) is apparently a correction by the hand of the writer of the document from عسا (cf. n° 577).—6. Only Yâ of بالجديد is provided with dots. معسولة is miswritten in the original for معسولة.—7. Diacritical points occur in شنوده and شا at the end of the line.



٨ لعبد العزيز بن مقبل في هذا المنزل بعد هذا الكتاب دعوى ولا طلبه بوجه من الوجوه ولا سبب من الأسباب  
باع ذلك على شرط بيع الاسلام

٩ وما كان من علقه أو تباعة أو طاري بدين أو مستحق بميراث فانقا < ذ > ذلك وخلاصه لازم لعبد العزيز بن مقبل  
بالغ ما بلغ من خالص ماله شهد ع. [لى]

١٠ اقرار عبد العزيز بن مقبل بعد أن قرى عليه هذا الكتاب وعرفه وفهمه في صحة من عقله وبدنه وجواز من  
أمره طابع غير مكره ولا مجبر

١١ [ولا مضطهد وذلك] في شهر شعبان من شهور العرب من سنة إحدى وأربعين وثلاثمائة  
شهد محمد بن أ[حمد بن علي بن] رحمة على اق[رار ال]بايع والمش[سرى]

١٢ [شهد فلان] ..... بن يوسف على اقرار عبد العزيز بن مقبل بجميع ما في  
بما فيه وكتب بخطه

١٣ [هذا الكتاب] ب وكتب شهادته بخطه  
شهد عبد الرحمن < بن > هدى البقار

١٤ شهد ابراهيم بن أحمد على جميع ما في هذا الكتاب وكتب شهادته بخطه [ه]  
وكتب بخطه [طه]

8. طلبه and الأسباب are dotted thus in the Ms. — 9. Only Tâ of ميراث is dotted. — 10. The only word provided with dots is قرى. — 11. Ms. شهد , العرب , شعبان , شهر is only faintly visible. — 12. The *ism* of the witness, almost completely destroyed, probably began with the article and 'Ain. — 13. At the beginning of this line only Bâ is plainly visible, remnants of some preceding letters are to be made out.



1. In the name of God, the Compassionate, the Merciful.
2. This is what Yoḥannes b. Šanûda Paṭâqos has bought from 'Abd al-'Azîz b. Muqbil, who both (jointly) are numbered among the inhabitants of Tuṭûn of the district of al-Fayyûm: he has bought from hi[m] the [dwelling house, shared in common]
3. between him and Sarmâda b. Yoḥannes, which he has bought from him, this being the half of the dwelling house, shared in common undivided, twelve shares of twenty four shar[es, to its limit and its boundaries]
4. and its entrance and its exit and any right connected with this dwelling house within and without; its first boundary, viz: the southern, extends to the magazine belonging to Cyril b. Chael, and the upper part thereof is (formed by) the farm belonging to the heirs of [So and So]
5. the flat-nosed; and its northern boundary is (formed by) the main thoroughfare, and its eastern boundary is (formed by) the dwelling house of Hormide daughter of Merqûre, and its western boundary is (formed by) the main thoroughfare from which the entrance to this [dwelling] [house] opens.
6. He has bought this from him for four dînârs *mitqalî*, correctly counted out, full weight according to the new (standard). 'Abd al-'Azîz b. Muqbil has already received this price entirely and fully and has released himself of this dwelling house described in thi[s]
7. contract, and has handed it over to Yoḥannes b. Šanûda Paṭâqos, who has acquired and taken possession of it, and it has become his own property and possession, (so that) if he will, he may sell it, and if he will, he may dwell in (it), and if he will, he may leave (it) empty.
8. 'Abd al-'Azîz b. Muqbil has no claim and no pretensions respecting this dwelling house after (the completion of) this contract, from any cause or reason whatever. He has sold this according to Islamic law of sale,
9. and if there should be any contention or vindication, or if someone should suddenly appear with a debt, or should make a claim on the basis of any inheritance, then the recuperation and indemnification therefor is obligatory upon 'Abd al-'Azîz b. Muqbil, whatever it might amount to, out of his own means. (The following witnesses) have testified [to]



10. the acknowledgment by 'Abd al-'Azîz b. Muqbil, after that this contract had been read to him and he had taken cognizance of it and understood it, he being in a state of sound mind and body and capable of transacting his business, voluntarily, without compulsion and not against his will,

11. [and not under constraint, and this] in the month of Ša'bân of the months of the Arabs of the year three hundred and forty one. Muḥammad b. A[h]mad b. 'Alî b.] Raḥma is witness to the ackow[ledgment by the bu]yer and the sel[ler] (12) respecting that which (is contained) herein, and he has written (it) in his (own) handwriting.

12. [ ] ..... b. Yûsuf [is witness] to the acknowledgment by 'Abd al-'Azîz b. Muqbil respecting all that (is contained) in

13. [this contract], and he has written his testimony in his (own) handwriting. 'Abd ar-Raḥmân < b. > Hudayy, the cow-drover, is witness..... [ ], and he has written (it) in his (own) handwriting.

14. Ibrahîm b. Aḥmad is witness to all that (is contained) in this contract, and he has written his testimony in [his own] handwriting.

2. For Yoḥannes b. Šanûda (b.) Paṭâqos see n° 57<sub>2</sub>, for Tuṭûn ibid. 13.

3. It is very likely that the person concerned here is the same as the Sarmâda b. Yoḥannes b. Quzmân in n° 58<sub>3</sub>.

4. The Qûrîl (Cyril) b. Chael mentioned here is probably identical with the former proprietor of the mill (الطاحونة المعروفة بطاحونة قوريل بن كيل) forming the object of the deed of sale P. Berol. 9159 (346 A.H.) and P. Berol. 8211 (395 A.H.).

5. It is significant that the scribe has not registered the correction of the name مرقوره at the end of the deed. A similiar oversight occurs in PERF n° 886<sub>14</sub>, where the writer puts سويره بن ابشاده instead of سويره بن شنوده.

6. For the passage واذن بالجدید cf. n° 48<sub>3-4</sub>, 57<sub>9</sub>, 58<sub>6</sub> and p. 116.

9. فانقاذ ذلك (for فانتقا ذلك) is one of the rare instances of the *involutio* treated by J. v. KARABACEK (*Die Involutio im arabischen Schriftwesen*, SB Akad. Wien, CXXXV/5, 1896). A similar example is to be found in P. Berol. 8178, بعد ذلك instead of فانتقا ذلك.



11. The expression شهر العرب is contrasted with شهر القبط or شهر العجم, cf. P. Cair. B. É. Inv. n° 87<sub>4</sub>, 174<sub>5-6</sub>. The Ša'bân of the year 341 A.H. began on the 22nd December, 952 A.D. and ended with the 20th January, 953 A.D. The same person has signed as a witness in n° 58<sub>14</sub>.

12. The same man has signed in n° 58<sub>19</sub>.

13 'Abd ar-Rahmân b. Hudayy—بن being apparently omitted in the original—has witnessed also in n° 58<sub>14-15</sub>.

14. Ibrahîm b. Aḥmed has also witnessed in n° 58<sub>15</sub>.

## 60

Ta'rîḥ n° 1794. Rağab, 406 A.H. (15th December, 1015 A.D. till 14th January, 1016 A.D.).

(Pl. XIII)

White, strong parchment, yellow coloured on the back. 36·2×36·8 cm. The text of the contract is written only on the inner (flesh) side with black ink probably by the hand of Sulaimân b. Idrîs (cf. ll. 2, 15). Diacritical points are added occasionally, Šîn being written several times ش. Verso blank. The document has been folded parallel to the lines from bottom to top, the width of the successive folds being 4·4+4·6+4·6+4·7+4·8+5+5·2+3·2 cm.

Place of discovery the Fayyûm.

Complete, very well preserved.

General number 34596.



- ١ أعرفا البايعين بقبض الثمن من المشتريان بالاحازة وكتب سليمان بن إدريس فى تاريخه
- ٢ بسم الله الرحمن الرحيم
- ٣ هذا ما اشترا متوس بن ثيدر الأجير وزوجته سرنه ابنت سلة بن هرمينه من بلهيو ابنت قوريل ومن والدتها قرهيوه ابنت قرى وهما جميعا من أهل الضيعة المعروفة ببلجسوق قرية من قرا كورة
- ٤ الفيوم اشتروا منها بصفقة واحد وعقد واحد جميع المنزل الذى هو ملكها ارثا عن والدها قوريل وعمها بنوده الشماس فى القبلة المعترفة بحارة الكلايين من شرق هذه الضيعة فى
- ٥ الوجه القبلى ويشتمل على ذلك حدود أربع الحد الأول القبلى ينتهى الى منزل أبو . . . . . والحد الثانى البحرى ينتهى الى معصرة ورثته أولاد أرون والحد الثالث الشرقى
- ٦ المجاز ومنه يشرع باب هذا المنزل ومنه المدخل اليه والمخرج منه والحد الرابع الغربى ينتهى الى الطريق المارة اشترا متوس بن ثيدر وزوجته سرنه ابنت سيلة بن هرمينه
- ٧ جميع هذا المنزل المحدود الموصوف فى باطن هذه الحجة بحده وحدوده وعيونه وسبله وأرضه وسمائه وطوبه وخشبه وأبوابه وحجارته وكل حق هو له داخل فيه وخارج منه شرا ثابت
- ٨ صحيح لا شرط فيعه ولا وعد ولا رهينة ولا وديعة بثمن مبلغه من العين الوازن خمس دنانير عينا ذهبا وازنة جيادا قبضت بلهيو ابنت قوريل ووالدتها قرهيوه ابنت قرى

1. Ms. <sup>البايعين</sup> with a superfluous apex at the end.—2. <sup>الرحمن</sup> are dotted in the Ms.—3. Words dotted are <sup>البايعين</sup> and <sup>الرحمن</sup> are dotted thus in the Ms.—4. Ms. <sup>ارثا</sup>; the words <sup>فى</sup>, <sup>المعرفة</sup>, <sup>شرق</sup> and <sup>فى</sup> are dotted thus in the Ms.—5. The name following <sup>منزل</sup> is illegible, it probably commenced with <sup>ابو</sup>. Words dotted are <sup>ورثته</sup>, <sup>الشرق</sup>, <sup>أرون</sup>, <sup>ومن</sup>, <sup>اليه</sup>.—6. Ms. <sup>الغرى</sup>, <sup>منه</sup>, <sup>اليه</sup>.—7. Ms. <sup>الغرى</sup>, <sup>منه</sup>, <sup>اليه</sup>.—8. <sup>حجارته</sup> and <sup>وأرضه</sup>, <sup>وعونه</sup>, <sup>الموصوف</sup>, <sup>هذا</sup>. Ms. <sup>بلهيو</sup> is smeared and has probably been written erroneously.



<قبضا> متوس بن ثيدر وزوجته سرنه ابنت سيله بن هرمه

٩ جميع هذا الثمن تاما وافيا وابرأوا من ذلك براءة قبض واستيفا <sup>]]</sup>وسلها بلهيو ابنت قوريل ووالدتها قرهيو ابنت قري <sup>]]</sup> هذا المنزل المذكور المحدود وحازا ذلك وملكاه

١٠ وصار مال من مالهما يتحكما فيه حكم الملاك في ملكهم إن شا باعا وإن شا وهبا وإن شا صدقا فتى ما أدركا هولاي النفر المسمون في شرايهما درك علقه أو خصومة

١١ من الناس كلهم قريب أو بعيد شاهد أو غائب طارى بدين أو مستحق بميراث < فإ > نقاذ ذلك وخلاصه وفكاه على بلهوا ابنت قوريل ووالدتها قرهوا ابنت قري من خالص أموالهما كاي

١٢ ما كان وبالغ ما بلغ وعلى بيع الاسلام وعهدتهم ذلك في صحة عقلهم وأبدانهم وجواز أمورهم طايعين غير مكرهين ولا مجبرين طيبة بذلك انفسهم وكتب في رجب سنة ست

١٣ وأربع ما <sup>شاهد على ذلك</sup> في السطر الأول أمثاله ابنت سيله بن هرمه وهو صحيح وكتب في تاريخه وفيه اصلاح متوس بن ثيدر وزوجته سرنه ابنت سله بن هرمة الصح

١٤ شهد على بن السماك بجميع ما فيه وكتب عنه بأمره ومحضره في تاريخه شهد بو الطيب بن عامر بجميع ما فيه

١٥ وكتب عنه سايمن بن ادريس بأمره ومحضره في تاريخه

9. Only هذا , ذلك , and سرنه are provided with diacritical points. The scribe wrote originally <sup>]]</sup>وسلها بلهيو ابنت قوريل ووالدتها قرهيو <sup>]]</sup> and Biliheu, daughter of Cyril, and her mother Qarheu, daughter of Qerî, have handed over," but cancelled it by drawing a line through it and put in above the formula declaring the taking over of the property by the two buyers. As he forgot the verb, وقبضا is to be supplied (cf. n° 587). — 10/11. The dots of وهبا , صدقا , قرهوا and قري are in the original.—



2. In the name of God, the Compassionate, the Merciful.

3. This is what Matawûs b. Theodor, the journeyman, and his wife Serena, daughter of Sila b. Hermîne have bought from Biliheu, daughter of Cyril, and from her mother Qarheu, daughter of Qerî, who both are jointly numbered among the people of the domain known as Bulġusûq, one of the villages of the district

4. of al-Fayyûm: they have bought from her in one striking (of hands) and one contract the whole house, which is her property by inheritance from her father Cyril and her paternal uncle Babnûde, the deacon, in the southern part known as the dogtrainers' quarter, of the eastern part of this domain, in

5. the southern region, and it is surrounded by four boundaries: the first, the southern boundary, extends to the dwelling house of Abu's-Sarî ....., the second, the northern boundary, extends to the press of his heirs, the sons of Arôn, the third, the eastern boundary (extends)

6. to the way with which the door of this dwelling house communicates and affords entrance to and exit from it, the fourth, the western boundary, extends to the main thoroughfare. Matawûs b. Theodor and his wife Serena, daughter of Sila b. Hermîne, have bought

7. the whole of this dwelling house, defined and described in this instrument, to its limit and its boundaries and its springs and public drinking fountains, and its land and its sky, and its baked bricks and its timbers and its wooden doors and its stones, and every right connected with it within and without, in form of a right,

8. valid purchase, in which is no condition and no promise and no pledge and no deposit, for a price, which in gold-coins of full weight amounts to five dînârs, gold-coins, full weight, good pieces. Biliheu, daughter of Cyril, and her mother Qarheu, daughter of Qerî, have received

9. the whole of this price fully and entirely, and have given (him) a quittance for it by means of a receipt (acknowledging that they have) received and taken it over fully, and Matawûs b. Theodor and his wife Serena, daughter of Sila b. Herme (sic) (have taken over) this (above) mentioned and defined dwelling house, and they both have acquired and taken possession of it



10. and it has become their own property, they both having free disposition of it according to the free disposition of proprietors over their property, (so that) if they will, they may sell it, and if they will, they may give it away, and if they will, they may give it as an alms. But if any evil consequence (*vindicatio*) with regard to their purchase should ensue to these named persons on the basis of any contention or litigation,

11. on the part of any persons, be they near or far, present or absent, (be it) one who suddenly appears with a debt or one who makes a claim on the basis of any inheritance, then the recuperation, indemnification and redemption therefor are incumbent upon Biliheu, daughter of Cyril, and her mother Qarheu, daughter of Qerî, out of their own means, whatever

12. it might be or amount to, and according to Islamic law of sale, and their (the Muslims) covenant, and this while they are in a state of sound mind and body and capable of transacting their business, voluntarily, without compulsion and not against their will, but of their own good pleasure, and it has been written in Rağab of the year four hun-

13. dred and six; (the following witnesses) have testified to it. In the first line there is an addition, viz. "daughter of Sila b. Hermine" which is right and has been written on its date, and herein is (to be found sc. l. 9) a correction "Matawûs b. Theodor and his wife Serena, daughter of Sila b. Herme (sic)." Correct.

14. 'Alî b. as-Sammâk is witness to all that (is contained) herein, and it has been written for him at his order and in his presence on its date. Bû't-Tayyib b. 'Âmir is witness to all that (is contained) herein,

15. and Sulaimân b. Idrîs has written for him at his order and in his presence on its date.

1. Both the sellers have acknowledged that they have received the price from both the buyers on (their) taking over (the property), and Sulaimân b. Idrîs has written (it) on its date.

1. For this formula cf. n° 54<sub>1</sub>. The genitive *البايعين* is to be regarded as an error or vulgarism for the nominative. In the same way in *المشتريان* the nominative is used erroneously instead of the genitive dependent on *من*. Such mistakes are very common in the papyri, e.g. *قرطاسين* (used as a nominative) PERF n° 983<sub>2</sub> (MPER IV [1888], p. 80)



or على يد أبو العلي P. Berol. 8166<sub>5-6</sub>, في ذوالحجة P. Berol. 8177<sub>9</sub>. Sulaimân b. Idrîs occurs also in n° 54<sub>2</sub>, 62<sub>16</sub>, 63<sub>11</sub>.

3. مئوس perhaps is to be read متوس (for متاوس Matthew) as in W. E. CRUM, *CMRL*, n° 401 (p. 183, [طره بن متوس]), but may be also a transcription of Μίος (F. PREISIGKE, *Namenbuch*, col. 217), cf. MINO in G. HEUSER, *Die Personennamen der Kopten*, I, p. 89, or, as H. MUNIER suggests, a transcription of Μινεύς, in F. PREISIGKE, *Namenbuch*, col. 204. The name سرنه, occurring dotted in line 9, corresponds to CPTINE (H. R. HALL, *Coptic and Greek texts of the Christian Period*, p. 9), CPTINE (W. E. CRUM, *CMRL*, n° 210, p. 104), Σεπτινα (F. PREISIGKE, *Namenbuch*, col. 380). The patronymic سله or سيله is a short form of CIAAC (W. E. CRUM, *CMRL*, n° 261, p. 123; G. PARTHEY, *Ägyptische Personennamen*, p. 108, *BKU*, I, n° 93<sub>1</sub>). The groups هرمسه may be read هرمينه (Ἑρμινος, F. PREISIGKE, *Namenbuch*, col. 105), Coptic ZPTMINE (J. E. QUIBELL, *Excavations at Saqqara 1908*, Cairo, 1909, p. 29, n° 7), CPTMINOC, ZPTMINOC (*CPR* II, n° 103<sub>2, 12</sub>; W. E. CRUM, *CMBM*, n° 986, p. 410) or Ἑρμιας, Ἑρμιας, Ἑρμιας (F. PREISIGKE, *Namenbuch*, col. 104, 124), Coptic ZPTMIAC (G. HEUSER, *op. cit.*, p. 84), CPTMIAC (W. E. CRUM, *CMRL*, n° 155, p. 79). It is noticeable that in l. 9 this name is given as هرمه, probably corresponding to Coptic CPTMH = Ἑρμης (G. HEUSER, *op. cit.*, p. 89); but as, a few lines later, the parchment contains the form هرمه, the former may be a mere slip of the pen. The reading of لهوا is assured by n° 67<sub>9</sub>, the name occurring here partially dotted لهيوا. The Coptic equivalent is, according to G. HEUSER, ΠΙΛΙΖΗΥ (AMÉLINEAU fragm. 14). As the rendering of Coptic personal names in Arabic is not always the same we encounter also here (l. 11) a variant form of this name (لهوا). It is not certain whether her father Cyril is the son of Abnîle (see n° 61<sub>2</sub>) or not. For قرهيوه, in l. 8f. قرهيووا (unpointed), l. 11 قرهوا, I can give no Coptic equivalent at this time. قري may be Κέρι (F. PREISIGKE, *Namenbuch*, col. 172), ΚΕΡΕ (W. E. CRUM, *Coptic Ostraca*, n° 451, p. 74), ΚΕΡΑ (H. R. HALL, *op. cit.*, p. 123) or ΚΙΡΕ, ΓΙΡΕ (J. E. QUIBELL, *Excavations at Saqqara, 1908-9, 1909-10*, Cairo, 1912, n° 256, p. 80), ΚΥΡΙ ΚΗΡΙ, short forms of ΚΥΡΟΣ (W. E. CRUM, *CMBM*, p. 545). Cf. also n° 67<sub>8</sub>. For Bulgusûq see n° 54<sub>3</sub> (p. 151).

4. بنوده (without dots) is Coptic ΠΑΠΠΟΥΤΕ, ΠΑΠΠΟΥΤΙ (cf. *MPER* II/III [1887], p. 164, *CPR* II, p. 203).



5. Presses are also mentioned in n° 56<sub>4</sub> (cf. p. 166). ارون is exactly αρων, αρων, Ἀρών (*P. Lond* IV, n° 1638<sub>5</sub> and p. 542; W. E. CRUM, *CMBM*, n° 403, p. 189), ααρων (W. E. CRUM, *Coptic Ostraca*, n° 417, p. 71).

7. حجة has been taken over into Coptic as ⲕⲟⲩⲉ; cf. W. E. CRUM, *CMBM*, n° 1141 (p. 484).

12. The Rağab of the year 406 A. H. began on 15th December, 1015 A.D. and ended with 14th January, 1016 A.D.

13. For the formula وشهد على ذلك see n° 38<sub>19</sub>, (p. 73) for the corrections mentioned by the scribe n° 39<sub>12</sub> (p. 80 ff.). The character following the two upright strokes is to be read صح; cf. n° 54<sub>13</sub> (p. 154 ff.).

14. The patronymic of the first witness might be السمك (cf. AD-DAHABÎ, *Muštābih*, p. 273), but this reading is not certain, the last letter resembling more ى. For the short form بو see n° 54<sub>12</sub> (p. 154).

## 61

Inv. n° 124 (=Ta'rîḥ n° 1798). Rağab, 423 A.H. (13th June till 13th July, 1032 A.D.).

Yellowish paper. 27.5×18.3 cm. The text of the contract is written in black ink by four different hands on recto, the main part of the deed (ll.1-19) by an inelegant, rapid hand A; the witnesses B and C (ll.20/21, 20-22) show a very rough penmanship, D (ll.22/23) a flowing rapid hand addicted to ligatures. Diacritical points are but sparsely added, Sîn being provided with a slanting dash (cf. n° 38). Verso blank. The document has been folded at the middle and parallel to the lines from bottom to top, the width of the successive folds being 0.5+2.4+2.3+2.4+3.5+3.6+3.9+4+3.6 cm.

Place of discovery probably al-Fayyûm.

Complete, very well preserved.

Reproduced by B. MORITZ, *Ar. Pal.* Pl. 115.



- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى اسحق بن ابنيه البلجسوقي من ابنت أخته دليمه ابنت يعوق المنهراوى اشترى منها
- ٣ صفقة واحدا وعقدا واحدا جميع حقها ومصابتها من المنزل والدور القوراه المعر [وفة بارث]
- ٤ من ابنيه بن اسحق البلجسوقي ويحيط بهذا المنزل ويشتمل عليه حدود أربع حده الأول وهو القبلى ينتهى
- ٥ إلى دار بنى ينوق والحد الثانى وهو البحرى ينتهى إلى دار الغسال ومنه يشرع بابيه والحد الثالث وهو الشرقى ينتهى
- ٦ إلى منزل قنجوش بن شنوده والحد الرابع وهو الغربى ينتهى إلى منزل ثيدر بن اسحق هذه جميع حدود هذا المنزل
- ٧ والدور القوراه اشترى اسحق بن ابنيه ذلك كله بنصف دينار وثمان دينار ثمنا لما وقع عليه البيع المذكور
- ٨ وقبضت البايعة المذكورة هذا الثمن تاما وافيا كاملا وأبرت المشتري المذكور منه ومن وزنه ونقده وعيونه
- ٩ براءة قبض واستيفا وسلمت اليه جميع ما اشتراه منها وهو عن ارثها من أمها ادوى ابنت ابنيه وحازه
- ١٠ المشتري المذكور وملكه وصار له وفي يده ومال من ماله وملك من ملكه يتصرف فيه تصرف الملاك فى
- ١١ أملاكهم وتفرقا بأبدانها بعد تمام البيع ووجوبه عن تراض منهما جميعا بما تبايعا به وانفاذ منهما

2. The words البلجسوقي , من , اخته , دليمه (miswritten for دليمه cf. l. 15) and منها are dotted thus in the Ms.—3. The words هذا ما اشترى اسحق بن ابنيه البلجسوقي are fully pointed, in only Ya.—4. Only اسحق in dotted.—5. The parchment first bore the dittography بنى بنى , but the writer corrected the second into ينوق (fully dotted) whereby, nevertheless, a superfluous Alif was inserted after the first بنى. In الثانى only the Nûn is dotted in the Ms.—6. Ms. قنجوس.—7. Ms. القوراه.—8. Ms. وارت.—9. Ms. منه.—10. Ms. . فه . In مال and ملك the nominative it incorrectly used instead of the accusative through the influence of the vernacular.—11. The words ووجوبه عن are fully dotted in the Ms.



- ١٢ له ومعرفة منهما به ووقوفهما عليه ونظر منهما له قبل الشرى وبعده فتبايعا على ذلك بيعا صحيحا بتاً
- ١٣ بتلا لا خيار فيه ولا إـ > تـ < وى ولا على سبيل رهن ولا توليج ولا شرط يفسده فما أدرك استحق بن ابنيله فى شرايه
- ١٤ هذا أو أحد نسبه من درك أو علقه أو تبعة أو خصومة عن جميع الناس كلهم قريب أم بعيد على الوجوه
- ١٥ والأسباب كلها فعلى دليمه ابنت يعوق وتخلص له ذلك فى مالها وذمتها كائنا ما كان وبالغ ما بلغ
- ١٦ على ما يوجب به شرط بيع الاسلام وعهدته شهد على اقرار البايعة المذكورة بالبيع وقبض الثمن المذكور
- ١٧ مبالغه فى هذا الكتاب وعلى إقرار المشتري بالشرى والاحازة وعلى معرفتهما باعياتهما وأسمائهما
- ١٨ وانسابهما واقرارهما على أنفسهما بجميع ما فيه بعد أن قرى عليهما حرفا حرفا فأقرا بفهمه ومعرفته
- ١٩ فى صحة عقولهما وابدانهما وجواز أمورهما غير مكرهين ولا مجبرين وذلك فى رجب سنة ثلثة وعشرين واربعماية
- ٢٠ شهد فضل بن فرج بجميع شهد مكر بن أحمد
- ٢١ ما فى هذا الكتاب وكتب بيده
- ٢٢ شهد مسلم بن اسمعيل بن يعقوب على اقرار صح
- ٢٣ المقر بما فيه وكتب بيده فى تاريخه

12. Only Fâ of معرفة is provided with a dot.— 13. In تواليج only the Yâ is pointed, شرايه is fully dotted. The writer has erroneously written اوى for اتوى.— 14. Sîn of نسبه is provided with a slanting dash, cf. the remarks on n° 38.— 15. دليمه is fully dotted.— 20 شهد on the left side is dotted in the Ms.



1. In the name of God, the Compassionate, the Merciful.
2. This is what Ishâq b. Abnîle, originating from Bulğusûq, has bought from his sister's daughter Dalîma, daughter of Ya'ûq, originating from Manharî: he has bought from her
3. in one striking (of hands) and one contract the whole of her share and portion of the dwelling house and the capacious appartments kno[wn as an inheritance]
4. from Abnîle b. Ishâq, originating from Bulğusûq. Now four boundaries enclose and surround this dwelling house: the first boundary, viz. the southern, extends
5. to the house of the sons of Yanûq, and the second boundary, viz. the northern, extends to the house of al-Ġassâl, with which its door communicates, and the third boundary, viz. the eastern, extends
6. to the dwelling house of Qanğûş b. Šanûda, and the fourth boundary, viz. the western, extends to the dwelling house of Theodor b. Ishâq; these are all the boundaries of this dwelling house
7. and the capacious appartments. Ishâq b. Abnîle has bought this all for a half and an eighth of a dînâr as the price of that for which the above mentioned sale has been effected,
8. and the aforesaid seller has received this price entirely, fully, wholly, and has given the above mentioned buyer a quittance for it and its weight, and ready money in cash and gold-coins,
9. by means of a receipt, (acknowledging that she has) received and taken (it) over fully, and has handed over to him all that he has bought from her, this being her inheritance from her mother Adwâ (?), daughter of Abnîle; and the buyer
10. has acquired and taken possession of it and it has passed into his possession and into his hands and (has become) his own property and possession, (so that) he may do with it according to the practice of proprietors in respect to
11. their property; and they both have separated from one another after the completion and ratification of the sale to the mutual satisfaction of both of them in respect to that which they both have sold and bought, and (after) they both had declared it effective



12. and had taken cognizance of it and had comprehended it and looked into it before and after the purchase. So they have both sold and bought in this way, in the form of a valid, definitive, irrevocable

13. sale, in which is no option (of return) and nothing that can bring about a loss, and it is not in the way of a pledge, nor a disguised irregular gift, nor a stipulation that renders it (the purchase) ineffective; but so far as there might ensue to

14. Ishâq b. Abnîle or one of his family any evil consequence (*vindicatio*) with regard to this his purchase, or a contention or a vindication or a litigation on the part of any persons, be they near or far, for any

15. causes or reasons, then (this falls) upon Dalîma, daughter of Ya'ûq, who shall indemnify him for it out of her property and at her expense, whatever it might be and amount to

16. according to what Islamic law of sale and covenant makes obligatory. (The following witnesses) have testified to the acknowledgment by the above mentioned seller respecting the sale and the receipt of the price, the amount

17. of which is mentioned in this deed, and to the acknowledgment by the buyer respecting the purchase and the taking over (the property), and that they are acquainted with one another by sight and by name

18. and by their relationships, and to their acknowledgment to one another respecting all that (is contained) herein, after that it had been read to them both word by word. So they have acknowledged that they have understood it and comprehend it, they being

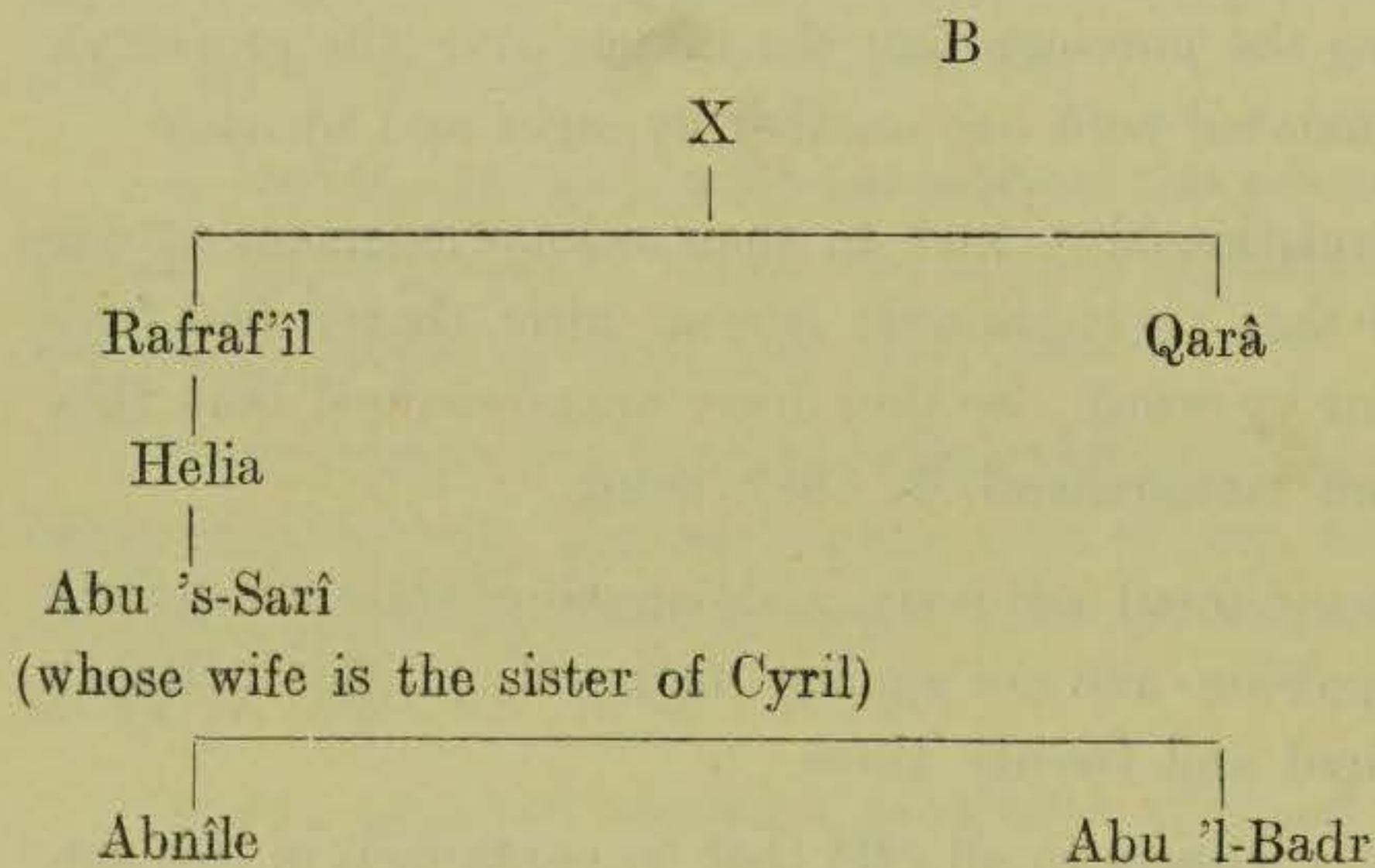
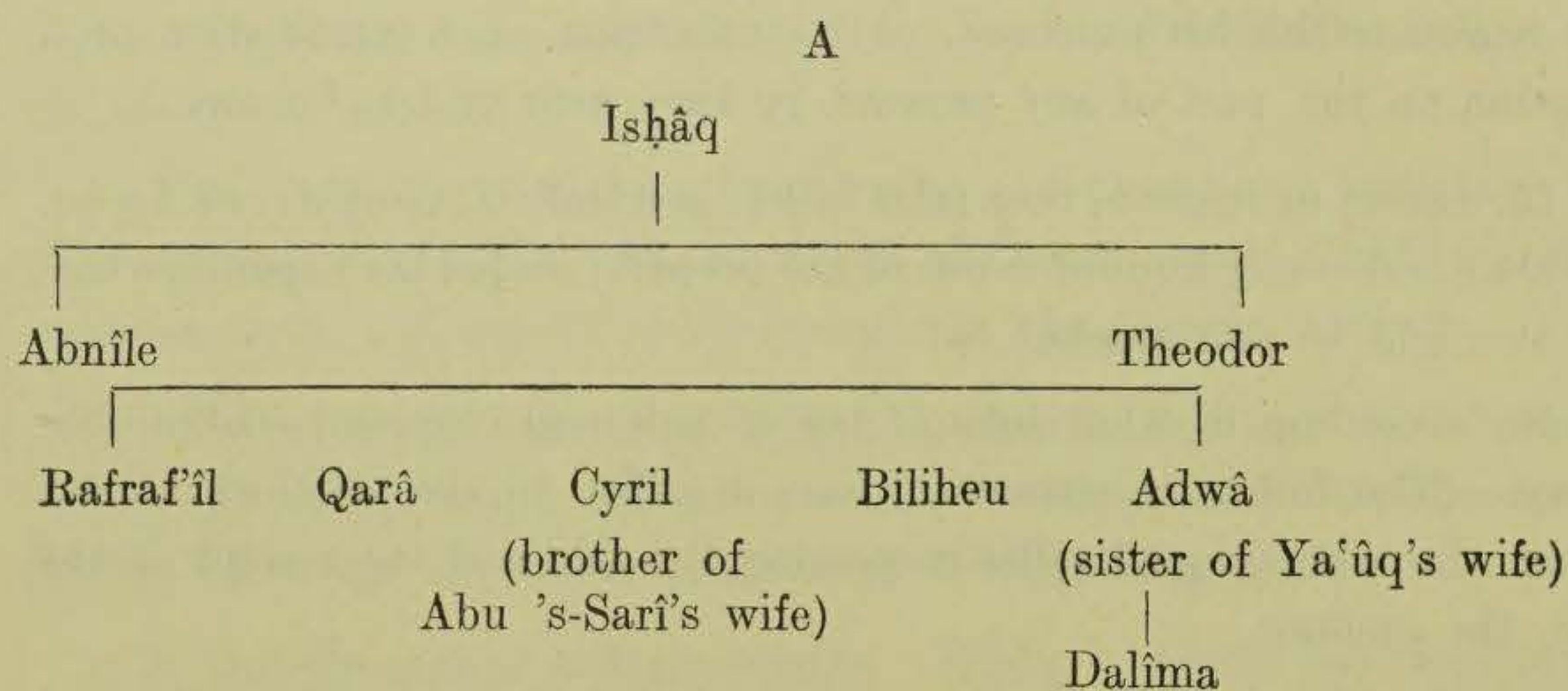
19. in a state of sound mind and body, and capable of transacting their business, without compulsion, and not against their will, and this in Rağab of the year four hundred and twenty three.

20. Faḍl b. Farağ is witness to all (21) that (is contained) in this act, and he has written with his (own) hand. Makr b. Aḥmad is witness (21) to all that (is contained) herein, and he has written (23) with his (own) hand.

22/23. Muslim b. Isma'îl b. Ya'qûb is witness to the acknowledgment (23) by the acknowledger respecting all that (is contained) herein, and he has written with his (own) hand and on its date (=the date it bears). Valid.



2. For the *nisba* الباجسوقي cf. n° 54<sub>3</sub> (p. 151). Ishâq b. Abnîle is also mentioned in n° 62<sub>2, 9, 13</sub>. In order to elucidate the somewhat complicated relationship between the persons named in the documents n° 54, 61, 63, 67, I give here a genealogy, and add that Cyril is, according to n° 67<sub>4</sub>, the maternal uncle of Abnîle and Abu'l-Badr, and at the same time the brother of Abu's-Sarî's wife. The two groups are, therefore, related by marriage, but we may hardly presume the identity of the persons named Rafraf'il and Qarâ in both groups.



The Coptic equivalent for دليمه is ΔΕΛΕΜΗ (W. E. CRUM, *Coptic Manuscripts brought from the Fayyum*, n° 23<sub>10</sub>, p. 41) but the name is Arabic.

The *nisba* المنهراوى refers to the village of منهرى in the Fayyûm (cf. IBN AL-ĠĠÂN, *Tuhfa*, p. 172<sub>13-14</sub>; G. SALMON, *Répertoire géographique de la province du Fayyûm*, p. 74; in the *Description de l'Égypte, état moderne*, II/2 (1822), p. 810, Atlas Pl. 19, 15g Menharä.



3. The writer wrote القوراء instead of القـوراء here and in line 7, this spelling being quite an unusual attempt to represent the form *fa'lâ'u* certainly pronounced *fâ'la* in the vulgar dialect of this period, as in our days; cf. W. SPITTA-BEY, *Grammatik des arabischen Vulgärdialekts von Aegypten* p. 130. هـ is used for يـ several times in Christian Arabic manuscripts; cf. M. BITTNER, *Der vom Himmel gefallene Brief Christi*, p. 190. The Dâl of الدور has been corrected by the scribe, but the completion at the end of the line is to be regarded as provisional.

5. The house of the sons of Yanûq is also mentioned in n° 62<sub>6</sub>. The same property is designated as منزل ينوق in n° 67<sub>7-8</sub>. The house of the tribe of al-Ġassâl is mentioned also in n° 62<sub>6</sub>, the tribe itself in n° 62<sub>4</sub>.

6. For the house of Qangûš cf. n° 54<sub>12</sub>. Mention of the house of Theodor b. Isaak occurs also in n° 62<sub>7</sub>, 67<sub>9</sub>, in the latter instance it is referred to as burned down.

9. For the change of *t* into *ṭ* in ارتا cf. n° 37<sub>13</sub> (p. 64). For ادوى neither a Coptic nor a Greek corresponding name could be found.

19. The Raġab of 423 A.H. began on 13th of June and ended with the 13th of July, 1032 A.D.

20. The proper name Makr, which is of rare occurrence, is also to be found in P. Berol. 8219<sub>16</sub><sup>v</sup>.

22. For the formula ص cf. n° 54<sub>13</sub> (p. 154 ff.).

## 62

Inv. n° 122 (=Ta'rîh n° 1796). Rabî I, 429 A.H. (12th December, 1037 A.D. till 11th January, 1038 A.D.).

White parchment, 32.3 × 36 cm. The text of the contract is written in black ink by five different hands on recto only; the main part of the deed (ll. 1-14) by an elegant neat hand (A) resembling that of old *Magribî* Mss., ll. 15 and 16 left side as also ll. 16/17 middle, by the rather rapid hand of Sulaimân b. Idrîs (B, cf. n° 54<sub>2</sub>), ll. 16-17 right side (C), ll. 17-18 left side (D) and l. 18 (E) by different witnesses. Diacritical points are often added. The parchment has been folded parallel to the lines from bottom to top and in the middle, the width of the successive folds being 3.4 + 3.3 + 3.6 + 3.7 + 3.8 + 3.9 + 4.2 + 4.3 + 4 + 2.2 cm.

Place of discovery probably al-Fayyûm.

Complete, very well preserved.

Reproduced by B. MORITZ, *Ar. Pal.*, Pl. 116.



- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى أبو السري بن هليبه من إسحق بن أبنيله وهما جميعا من أهل الضيعة المعروفة ببلجسوق ترس
- ٣ اشترى منه صفقة واحدة وعقدة واحدة جميع حصته وارثه من أبيه أبنيله بن إسحق بساحة هذه الناحية
- ٤ في قبيلة الغسال وهو الربع من جميع المنزل الذي ورثه من أبيه أبنيله بن إسحق ستة أسهم من أربعة ///
- ٥ وعشرين سهما من هذا المنزل ويحيط به ويشتمل عليه حدود أربع حد حدود هذا المنزل الأول منه وهو القبلي ينتهي
- ٦ الى دار بنى ينوق والحد الثانى وهو البحرى ينتهى الى دار الغسال ومنه يشرع بابه والحد الثالث وهو الشرق ينتهى الى منزل قنجوش بن شنوده
- ٧ والحد الرابع وهو الغربى ينتهى الى منزل ثيدر بن إسحق جميع حصته وارثه بحدده وحدوده ومدخله ومخرجه وعلوه وسفله وأرضه

1. Ms. الرحمن dotted. — 2. Words pointed in the Ms. are هذا , اشترى , السري , هليبه , بن , أبنيله . — 3. The following words are provided with diacritical points وعقدة , جمع , حصته , وارثه , أبيه , أبنيله بن اسحق , هذه , and بساحة , ابنيله بن اسحق , هذه . In واحدة Hâ is distinguished from Hâ and Ġîm by a little set beneath it. Cf. CPR III, I, 1, p. 72. — 4. Words dotted are : ستة , اسحق , ورثه , الربع من جميع , وفي قبيلة الغسال . — 5. The words شنوده , قنجوش , الشرق , بابه , ومنه , الغسال , الى , بنى ينوق , الى . In the Ms. القبلي and هذا , ويحيط , المنزل , هذا , وعشرين are dotted thus. — 6. Ms. : الرابع , جميع , وارثه , بحدده , وحدوده , ومدخله , ومخرجه . In حصته the clerk has forgotten the second dot.



- ٨ وسمايه وطوبه وخشبه وججارته وأبوابه وجميع ما يعرف له وينسب اليه شري ثابت صحيح لا شرط فيه ولا وعد ولا رهن ولا وديعة ولا إتوى
- ٩ على بيع الاسلام وعهدتهم بثمن مبالغه من العين المعزي الوازن دينرين ونصف وربع عينا ذهباً جيداً وازنة بالجديد قبض إسحق بن أبنيه المسمى
- ١٠ هذا الثمن المذكور تاماً وافياً وأبرى أبو السرى بن هاليه منه ومن عيونه ووزنه ونقده براءة قبض واستيفاً وسلم اليه جميع هذه الحصه المذكورة
- ١١ من هذا المنزل المحدود الموصوف وحازها وملكها وصارت مالا من ماله وملك من ملكه يتحكم فيه حكم الأرباب في أملاكهم ان شا باع
- ١٢ وان شا وهب وان شا صدق وان شا عمر فمى أدرك أبو السرى بن هاليه في شرايه هذا أو في شىء منه درك علقه أو خصومة طارى بدين أو مستحق بميراث

8. Only the second Bâ in ابوابه is dotted. — 9. Words dotted in the original are : وازنه , ذهباً , وربع , الوازن , المعري : — 10. Diacritical points occur here frequently : هذا , الثمن , تاماً , وافياً , (with *tanwîn*) ونقده , قبض , واستيفاً , هذه , اليه , are fully dotted, partially dotted. — 11. Only المنزل and الموصوف are provided with dots. The correction من for في at the beginning of the line is by the original hand. The clerk tried to delete the final reverted Yâ by washing it out. — 12. هذا and في are the only words dotted in the original, Fâ having the point on the right side, as in papyri of the first century of the Hiġra (cf. CPR III, I, 1, p. 71 note 3).



- ١٣ من بعيد أو قريب حاضر أو غائب من سائر الناس كلهم بخلاف ذلك و <١> نقاذه وفكاكه على اسحق بن  
ابنيلة من خالص ماله كائنا بما كان وبالغا ما بلغ وبذلك
- ١٤ اشهد على نفسه في صحة عقله وبدنه وجواز أمره طائعا غير مكره ولا مجبر ولا مضطهد طيبة بذلك <نفسه>  
في شهر ربيع الأول سنة تسع وعشرين وأربع مائة
- ١٥ وحصته من الدار المعول الذي شرقى هذا المنزل داخل في هذا الشرا وكتب تاريخه .....  
من جميعها بمال مبالغه من العين المعزى الوزن نصف ربع دينار عينا ذهبيا وازنة جيادا
- ١٦ شهد نهار بن ابن السرى بن عمر شهد سليمان بن ادريس بن جعفر على اقرار البياع والمشتري  
١٧ بجميع ما فيه وكتب عنه بأمره ومحضره بجميع ما نسب اليهما وكتب بخطه تاريخه هـ
- ١٨ شهد على بن ابراهيم وكتب بخطه
- ١٦ قبض جميع ذلك وكتب سايمان بن إدريس بخطه بعد ما وقع الشهادة بجلهما
- ١٧ شهد محمد بن جعفر على اقرار النفر المسمون
- ١٨ بجميع ما فيه وكتب عنه بأمره وبخطهما في تاريخه

15. The first three words are not plainly legible, the third may be من the first perhaps وهو الوارن is dotted thus in the Ms. —  
17. Ms. ومحضره.



1. In the name of God, the Compassionate, the Merciful.
2. This is what Abu's-Sarî b. Helia has bought from Ishâq b. Abnîle, who both jointly are numbered among the people of the domain known as Bulġusûq Teres:
3. he has bought from him in one striking (of hands) and one contract the whole of his share and his inheritance from his father Abnîle b. Ishâq in the region of this village
4. in the tribe of al-Ġassâl, this being the quarter of the whole dwelling house that he has obtained by inheritance from his father Abnîle b. Ishâq, six shares of twenty-
5. four shares of this dwelling house, and it is enclosed and surrounded by four boundaries. The first boundary of the boundaries of this dwelling house, viz. the southern, extends
6. to the house of the sons of Yanûq, and the second boundary, viz. the northern, extends to the house of al-Ġassâl, with which its door communicates, and the third boundary, viz. the eastern, extends to the dwelling house of Qanġûš b. Šanûda,
7. and the fourth boundary, viz. the western, extends to the dwelling house of Theodor b. Ishâq. (He has bought) the whole of his portion and his inheritance to its limit and its boundaries and its entrance and its exit, and (including) what is above and below the surface, and its land
8. and its sky, and its baked bricks and its timbers and its stones and its wooden doors, and all that is known as appertaining and relating to it, (in form of) a right, valid purchase, in which is no condition and no promise and no pledge and no deposit and nothing that can bring about a loss,
9. according to Islamic law of sale and to their (the Muslims) covenant, for a price, which in full weight gold-coins of al-Mu'izz amounts to 2 dînârs and a half and a quarter, gold-coins, good pieces, full weight, according to the new (standard). The aforesaid Ishâq b. Abnîle has received
10. this (above) mentioned price fully and entirely, and he has given Abu's-Sarî b. Helia a quittance for it and for its gold-coins and its weight and ready money by means of a receipt (acknowledging that he has) received and taken (it) over fully, and he has handed over to him all this (above) mentioned share



11. of this dwelling house, defined and described, and he has acquired and taken possession of it and it has become his own property and possession, he having free disposition of it according to the free disposition of (the) proprietors over their property, (so that) if he will, he may sell it,

12. and if he will, he may give it away, and if he will, he may give it as an alms, and if he will, he may dwell in it. But if any evil consequence (*vindicatio*) with regard to this his purchase or any portion thereof should ensue to Abu's-Sarî b. Helia, on the basis of any contention or litigation, (be it) one who suddenly appears with a debt or one who makes a claim on the basis of any inheritance,

13. (be he) far or near, present or absent, of any persons whatever, then the indemnification, recuperation and redemption therefor are incumbent upon Ishâq b. Abnîle out of his own means, whatever it might be or amount to, and he has called

14. evidence as to his responsibility, he being in a state of sound mind and body and capable of transacting his business, voluntarily, without compulsion and not against his will and not under constraint, of his own good <pleasure>, in the month of Rabî' I of the year four hundred and twenty nine.

15. And his share of the shelter which lies easterly of this dwelling-house comes within this purchase, and he has written (on) its date.....  
.....entirely for (a sum of) money, which amounts in full weight gold-coins of al-Mu'izz to a half of a quarter of a dînâr, gold-coins, full weight, good pieces.

16. He has received this entirely, and Sulaimân b. Idrîs has written (it) in his (own) handwriting, after the testimony respecting their being quit of obligation having been given. Nahâr b. Abi's-Sarî b. 'Umar is witness (17) to all that (is contained) herein, and (it) has been written for him at his order and in his presence. (16) Sulaimân b. Idrîs b. Ġa'far is witness to the acknowledgment by the seller and the buyer (17) respecting all that refers to them both, and he has written (it) in his (own) handwriting on its date. Valid.

17. Muḥammad b. Ġa'far is witness to the acknowledgment by the above named persons



18. respecting all that (is contained) herein, and it has been written for him at his order and in his presence on its date. 'Alî b. Ibrahîm is witness, and he has written (it) in his (own) handwriting.

2. For the seller Abu's-Sarî b. Helia cf. n° 54<sub>3</sub>, for the buyer Ishâq b. Abnîle n° 61<sub>2</sub>, for Bulġsûq Teres n° 54<sub>3</sub> (p. 151).

4. For الغسال cf. n° 61<sub>5</sub>. For the signification of the three slanting strokes at the end of the line cf. 48<sub>9, 19, 35, 38-42</sub> (p. 82).

6. The house of the Banî Yanûq is also mentioned in n° 61<sub>5</sub>, 67<sub>7-8</sub>, the house of الغسال in n° 61<sub>5</sub>, that of Qanġûš in n° 54<sub>12</sub>, 61<sub>6</sub>.

9. For the formula عينا ذهباً جيداً وازنة بالجدید cf. n° 57<sub>9</sub> (p. 116). The dînâr Mu'izzî, also mentioned in n° 65<sub>12</sub>, P. Berol. 8009<sub>10</sub>, 8010<sub>10</sub>, 8170<sub>4</sub> (=BAU n° 16), 8172 I<sub>11</sub> (=BAU n° 10), 8172 II<sub>11</sub> (=BAU n° 10a), had been minted under the Fâtimid Caliph Abû Tamîm Ma'add al-Mu'izz li-dîn Allâh in the year 345 A.H. and was minted in Cairo in the year 358 A.H. From the year 363 A.H. only these dînârs were accepted in payment by the revenue-authorities, whereby the dînâr of ar-Râdî, which had up to that time been in circulation, lost a quarter of its value. The exchange rate of the dînâr Mu'izzî at that time stood at 15½ dirhams; cf. H. SAUVAIRE, *Matériaux pour servir à l'histoire de la numismatique et la métrologie musulmans*, JA VII sér. tom. XIX (1882), p. 48-50, 107; AL-MAQRÎZÎ, *Hitat*, II, p. 64.

14. The Rabî' I, 429 A.H. began on the 12th of December, 1037 A.D. and ended with the 11th of January, 1038 A.D.

15. After concluding the deed of sale with regard to the main property, the seller adds a clause including in the sale a shelter situated to the east of the house which is the object of the original deed of sale, and adds the price of this additional property, viz.  $\frac{1}{8}$  of a dînâr, before the signatures of the witnesses. For the correct understanding of this detail I am indebted to J. SCHACHT.

16. Sulaimân b. Idrîs is a person mentioned several times as a witness, cf. n° 54<sub>2</sub>. The reading السرى is not certain though probable.

17. Muḥammad b. Ġa'far is apparently the father of the witness signing in n° 54<sub>13</sub>.

18. The same person occurs as a witness in n° 65<sub>27</sub>.



## 63

(Pl. XIV)

Ta'rîh n° 1797. First Ša'bân, 434 A.H. (16th March, 1043 A.D.).

White, fine parchment.  $24 \times 27.5$  cm. The text of the document is written only on the inner (flesh) side in black ink by five different hands. The main part (ll.2-9) by the current hand of a practised penman (A), ll.10-11 left side (B), 11/12 (C), 12/13 (D) and l.1 (E) by the hands of different witnesses. Diacritical points occur occasionally. The parchment has been folded from bottom to top parallel to the lines, the width of the successive folds being  $4.2 + 5.2 + 5.3 + 5.3 + 3.3$  cm; the roll has then been folded from both sides and again in the middle.

Place of discovery probably al-Fayyûm.

Complete, very well preserved.

General number 34599.



2. اسحق , هـلـيـه (the word has been inserted by the scribe above the line), استرى , هذا Ms. — 3. Several words are partially provided with diacritical points or fully dotted : ارته , عقد , منه , استرا , القوم (for ارثه , cf. the remarks on n° 37<sub>18</sub>) , حصنه , ونصف , الاسطواني (for حصنہ) , المنزل , الخلا . — 4. وديعه , فه , (منهما and فيها) منه , فـه , داخل 5. — 6. The following words are provided with diacritical points : جميع , وافا , هذا , اسحق . Instead of وسجری شها(دة) ذلك . — 7. The following words are provided with diacritical points : وسلم , سجد , وادعاه , اسحق , اسحق , اسحق . Instead of تسلم , required by the sense, the scribe wrote here and in the following line سلم by force of habit.—



- ٧ براءة قبض واستيفاء وتسلم أبو السرى بن هليه من رفر فيل هذه الحصة المذكورة وحازها وملكها وضارت  
في قبضه يتحكم فيها حكم
- ٨ ..... في أربابهم وحكم الملاك في ملكهم ان شا باع وان شا وهب فتى ما أدرك السرى بن هليه  
في شرايه هذا درك عقلة أو خصومة
- ٩ من الناس كلهم قريب أو بعيد شاهد أو غيب فـ < ا > نقاذ ذلك وخلاصه على قوريل بن بنيله بن اسحق كاي  
ما كان وبالغ ما بلغ وعلى بيع الاسلام
- ١٠ وعهدتهم وذلك في مستهل شعبان سنة أربع وثلثين وأربع مائة شهد سليمان بن ادريس بن جعفر على اقرار البايع والمشتري  
بجميع ما فيه وكتب بخطه ..... محمد ..... صح
- ١١ شهد موسى بن ابراهيم على اقرار المقر  
بجميع ما سمي < و > وصف فيه وكتب عنه بأمره ومحضره صح
- ١٢ شهد حسين بن السرى بجميع  
ما سمي < و > وصف فيه وكتب عنه بأمره ومحضره صح
- ١٣

7. Only هذه, هليه and قصه are dotted in the Ms. — 8. At the beginning of the line the scribe has apparently written (only the Yâ and Fâ being dotted) but this must be an error; we expect some formula parallel to that which follows, but no emendation seems possible. The carelessness of the scribe is seen from the fact that he wrote الاملاك and then struck out the second Alif. Further words pointed in the original are هليه, سرايه, هذا (the Fâ being uncertain), فتى, وهب, في. — 9. Only Qâf in اسحق is pointed but with one dot. It is hardly possible to say with any certainty whether the scribe in doing this followed an old custom (cf. n° 379) or omitted the other dot by inadvertence. — 10. The words سنة, أربع and مائة are dotted in the original. — 11. The Yâ in ابراهيم is dotted in the Ms. — 12. The words after بخطه on the left side cannot be read with certainty; but perhaps محمد may be discerned.



2. In the name of God, the Compassionate, the Merciful.

3. This is what Abu's-Sarî b. Helia b. Rafraf'il has bought from Cyril b. Banîle b. Ishâq, who both jointly are numbered at this time among the inhabitants of the domain known as Bulğusûq, one of the villages of the district of

4. al-Fayyûm : he has bought from him in one striking (of hands) and contract his whole share, his inheritance of the portico and the half of the upper part, with his share of the unoccupied (part) of the whole dwelling house belonging to him, in the district of the domain previously mentioned,

5. to their limit and boundaries and (including what) is above and below the surface and every right connected with them within or without, in form of a right, valid purchase, in which is no condition and no promise and no deposit,—and testimony will be given thereto—,

6. for a price which in gold-coins amounts to a half and an eighth of a dînâr, gold-coins, full weight, good pieces. Cyril b. Banîle b. Ishâq has received the whole of this price fully and entirely and has given him a quittance for (it) all

7. by means of a receipt (acknowledging that he has) received and taken (it) over fully, and Abu's-Sarî b. Helia b. Rafraf'il has taken over this share (above) mentioned, and has acquired and taken possession of it, and it has passed into his possession and he has taken it over, he having free disposition of it according to the free disposition

8. of ..... over ..... and the free disposition of proprietors over their property, (so that) if he will, he may sell it, and if he will, he may give it away. But if any evil consequence (*vindicatio*) with regard to this his purchase should ensue to as-Sarî b. Helia on the basis of any contention or litigation

9. on the part of any persons, be they near or far, present or absent, then the recuperation and indemnification therefor are incumbent upon Cyril b. Banîle b. Ishâq, whatever it might be or amount to, and according to Islamic purchase

10. and to their (the Muslims) covenant, and this (took place) at the beginning of Ša'bân of the year four hundred and thirty four. Sulaimân



b. Idrîs b. Ġa'far is witness to the acknowledgment by the seller and buyer (11) respecting all that (is contained) herein and he has written (it) in his (own) handwriting..... Muḥammad.....

11. Mûsâ b. Ibrahîm is witness to the acknowledgment by the acknowledged

12. respecting all that is named <and> described herein, and it has been written for him at his order and in his presence. Valid. Ḥusain b. as-Sarî is witness respecting all

13. that is named < and > described, and it has been written for him at his order and in his presence. Valid.

1. This act is probatory and Idrîs b. Ġa'far has written (it) by his hand.

3. For *بالجسوق* cf. n° 54<sub>3</sub> (p. 151). The buyer is also mentioned in n° 54<sub>3, 5, 6, 9, 12, 62<sub>2, 10, 12</sub> 67<sub>4, 11, 17</sub></sub>, the seller in n° 67<sub>4, 15, 19</sub>.

4. The adjective *أُسْطَوَانِي* is here used in the sense of *أُسْطَوَان* (cf. R. Dozy, *Supplément*, I, p. 22). To the seller has fallen as an inheritance only a part of the house, i.e. the portico and the half of the floor probably situated immediately above it (or of the terrace) as also further a share in the vacant part of the house (or a free place within it). For such joint ownership of houses cf. E. WEISS, *Communio pro diviso und pro indiviso in den Papyri*, Arch. iv (1908), p. 330-365.

10. The first Ša'bân of the year 434 A. D. corresponds to the 16th March, 1043 A. D. Sulaimân b. Idrîs b. Ġa'far occurs also in n° 54<sub>2, 60<sub>1, 15, 62<sub>16</sub></sub></sub>, as a witness.

13. For the formula *صح* see the remarks on n° 54<sub>13</sub> (p. 154 ff.).

## 64

(Pl. XIV)

Inv. n° 149<sup>r</sup>. First decade of Ramaḍân, 441 A.H. (27th January till 5th February, 1050 A.D.).

White, fine parchment. 31.5 × 16.8 cm. On recto (on the flesh side) a deed of sale is written in the main part by the elegant, regular and clear hand of a skilled penman (A ll. 3-24), while the first two lines and the left



half of the third show the subscription of the witness (B) in flowing, ligatured characters. Diacritical points are set frequently though sometimes incorrectly placed, Sîn being contrasted with Šîn by a slanting dash (cf. n° 38), Râ distinguished from ʾ by a semicircle above the character ( ʾ̣ ). On verso 24 lines of a deed of sale written in black ink by the heavy, inelegant hand of the writer who also drafted n° 68. Diacritical points are used here sparingly.

Place of discovery probably al-Ušmûnain.

Only about the half of the document is preserved, what remains is in good condition.



- ١ ثبت عندى جميع ما نص وشرح فيه وكتب محـ[حد]
- ٢ بن عبيد الله بن حفص بنخطه فى شهر رمضان سـ[نة احدى]
- ٣ [بسم الله الرحـ] من الرحيم صلى الله على سيدنا محمد رسوله وسلمه بالسلام وأربعين وأربع ماـ[ية]
- ٤ [هذا ما اشترى قلته بن كيل القـ] ناز الساكن مدينة الأشمونين التى من أرض صعيد مصر من والده كيل بن جـ[ريج]
- ٥ [القزاز الساكن بهذه المدينة المذكور] رة اشترى منه بـ[حـ] لـ[له لنفـ]سه الذى أنعم الله عز وجل عليه جميع ما أعـ[لمه]
- ٦ [انه له وبملكه وفى يده ملكا صحيحا وحقا واجبا وهو جميع المنزل] لذى بهذه المدينة المذكورة فى الجا[نب]
- ٧ [البحرى منها على الكوم المطل على الكنيسة المعروفة بالبرتاند] سـ ويحيط بهذه المنزل المبيع بأسره و[كـ]اله
- ٨ [ويجمعه ويشتمل عليه حدود أربعة فالحد القبلى منه ينتهى الى الزقاق الـ] نافذ من طرفيه الى طرق شتى وفيه يشـ[رع]

— 3. Ms. من الرحيم . — 4. Ms. مدينة and الساكن . — 5. Words dotted in the original are منه , عليه , أنعم , والدي , منه . — 6. In the Ms. المدينة and المذكورة are pointed thus. — 7. Ms. المبيع (fully dotted). — 8. In the Ms. نافذ , الى , طرفيه , [الـ] نافذ Ms. وفيه and شتى are dotted thus.



- ٩ [بابة الأول كان الحد البحرى منه ينتهى الى بير تعرف با] لصعيدى والى بوطور بن مقابر المسلمين والحد  
 ١٠ [الشرق منه ينتهى الى عرصه لبقطر البنا والى دار منصـ]ـور الرسول كان والى منزل يُعرف بسكنى  
 ١١ [غطارف بن مفلح كان والحد الغربى منه ينتهى الى منزل جـ]ـعفر بن سباع الالبشادي فاشترى منه جميع هذا  
 ١٢ [المنزل المحدود الموصوف فى هذا الكتاب بحـ]ـده وحدوده وأرضه وسمايه وبنايه وفنايه وكل قليل وكثير  
 ١٣ [هو له داخل فيه وكل قليل وكثير هو له خارج منه وما هو معـ]ـروف له ومنسوب اليه ظاهره وباطنه وعامره  
 وغامره  
 ١٤ [صفقة واحدة بثمن مبلغه . . . دنانير مسـ]ـتنصرية وازنة جياذ العيون شرى صحيحا وبيعا  
 ١٥ [نافذا ماضيا لا شرط فيه ولا خيار و]ـلا استثنى ولا إقالة ولا اعادة ولا رجعة ولا مشنوية لا لردّه  
 ١٦ [ولا لفسخه لا لأجل ولا لابد ولا] هو على سبيل رهن ولا هبة ولا تلجئة ودفع المشتري  
 ١٧ [المذكور فى هذا الكتاب الى البايع المذكور] فيه جميع هذا الثمن المذكور فقبضه منه لنفسه نقدا

9. Ms. مقابر المسلمين. — 10. كان and تُعرف are provided with dots. Instead of بسكنى, as is to be read, the Ms. has يسكنى. —  
 11. Ms. سباع الالبشادي but as in n° 65, 66, this proper-name is correctly dotted سباع the second point is superfluous. —  
 12. قليل is fully dotted in the Ms. — 13. Ms. [مـ]عروف. — 14. Yâ in [مـ]تنصرية and Nûn in وازنة are provided with dots.  
 The dot of Bâ in (ويعا Ms.) is misplaced over Dâl of لردّه in the following line. — 16. Words dotted in the Ms. are سبيل,  
 نقدا, منه, فقضه, جميع, فـه. — 17. The following words are provided with diacritical points: دفع, هبة, رهن



- ١٨ [ في يده تاما وافيا و ابراه من ذلك ومن نقـ ] دة ووزنه ومن اليمين عليه أو على شي منه براءة
- ١٩ [ قبض له واستيفا بجميعه من كل قول وحجة ويمين على جميع الوجوه ] ه والأسباب كلها وسلم البائع الى ولد [ ه ]
- ٢٠ [ قلته بن كيل جميع ما وقع عليه هذا البيع المذكور وتسـ ] لمة منه وحازه لنفسه وصار في يده
- ٢١ [ ومالكه ومالا من ماله يتحكم فيه بحكم الملاك ] في أملاكهم وذلك بعد معرفتهما لما تبايعا
- ٢٢ [ عليه وتقليب منهما بجميعه وأنفاذ منهما له فتبايعا ذلك ] بينهما عن تر [ اضيهما علـ ] حكم بيع الاسلام
- ٢٣ [ ولا ملك ]
- ٢٤ [ ولا ] [ ]

18. Ms. منه , شي , عليه , ومن , وزنه . The *Tā marbūta* in براءة shows the two dots beneath the letter. — 19. السابـ and الأسباب are thus dotted. — 20. Only منه , وحازه , and لنفسه are provided with dots in the Ms. — 22. The completion of the gap is formed according to the formula occurring in n° 61<sub>11</sub> (عن تراض منهما) . Of Alif in تراضيها only the top survives.



3. [In the name of God, the Compassio]nate, the Merciful. May the blessing of God be upon our Lord Muḥammad, His Messenger, and may He give him peace.

4. [This is what Qolte b. Chael, the silk]-mercier, residing in the town of al-Uṣmûnain, which belongs to the territory of upper Egypt, has bought from his father Chael b. Ġu[raïġ],

5. [the silk-mercier, residing in this (above) mentioned town] : he has bought from him with [his own mo]ney, which God — He is mighty and sublime — has bestowed upon him as a favour, all that he (the seller) informed him

6. [that it was belonging to him and in his possession and in his hand(s) as a legal possession, and a declared right, namely the whole of the dwelling house], that stands to the north side of the (above) mentioned town,

7. [on the hill looking down upon the little church known as al-Bartâno]s (of the Virgin). Now four boundaries enclose,

8. [encompass and surround this dwelling house], which is sold entirely [completely : the southern boundary thereof extends to the lane] forming from both sides the thoroughfare to diverse roads, with which

9. [its former first door communicates; and the northern boundary thereof extends to a well known as a]ṣ-Ṣa'îdî and to Bû Ṭûrbon, the Muslim cemetery ; and the eas-

10. [tern boundary thereof extends to the open area, belonging to Boqṭor, the builder, and to the former house of Man]ṣûr, the messenger, and to the dwelling house known as the former habitation

11. [of Ġaṭârif b. Muflih; and the western boundary thereof extends to the dwellinghouse of Ġa]far b. Sibâ', originating from Ibšâda. So he has bought from him the whole of this

12. [dwelling house defined and described in this act, to its li]mit and its boundaries, and its land and its sky, and its building(s) and its fore-court and all of little and much

13. [connected with it within and all of little and much connected with it without, and what is known as ap]pertaining and relating to it, (be it) outside or inside, inhabited or empty,



14. [in one striking (of hands) for a price which amounts to .....  
dînârs] in full weight, good gold-coins of [al-Mu]stansîr, in form of a valid  
purchase and an effectual

15. [(and fully) completed sale, in which is no condition and no option  
(of return)] and no reservation and no rescision (by mutual consent) and no  
possibility of recurrence and no proviso of the right of reversal and no  
reserving (of the right) either to return it

16. [or to annul it, either temporarily or for good, and] it is not in  
the way of a pledge nor as a gift nor as an exclusive bequest. And the  
buyer

17. [mentioned in this act has paid to the seller mentioned] herein the  
whole of this (above) mentioned price; so he (the seller) has received it from  
him for himself as a cash payment (paid)

18. [into his hand(s) fully and entirely, and he has released him from  
it and from its ready money and its weight and from the oath with  
regard to it or any portion thereof, by means of a receipt

19. [(acknowledging that he has) received for him(self) fully and entirely  
the whole of it, which releases him from any affirmation or proof or oath  
for any causes or reasons whatever; and the seller has handed over to  
[his] son,

20. [Qolte b. Chael, all in respect to which the (above) mentioned sale  
was effected, and he (the buyer) has taken] it over from him and acquired  
possession of it for himself and it has passed into his hand(s)

21. [and possession and has become his own property, he (the buyer)  
having free disposition of it according to the free disposition of proprietors]  
over their property, and this after their having been aware of what they  
both have sold and bought (respectively),

22. [and their having examined all of it and their having effected  
it (the transaction). So they both have bargained] together to [their mutual]  
satis[faction accor]ding to the rule of Islamic law of sale.

23. [ ] and no possession

24. [ ] and no [ ]



1. All that is specially mentioned and explained herein has been proved in my presence and Muḥa[mmad]

2. b. 'Ubaidallāh b. Ḥafṣ has written (it) in his (own) handwriting in the month of Ramaḍān of the ye[ar]

3. four hundre[d] and forty[one].

The house which is the subject of the present contract of sale and of which n° 65, 66, 68 also treat, belonged in the first place to Chael b. Ġuraiġ, who sold it to his son Qolte. According to n° 65 it was acquired from the latter by Abu'l-'Alā in the second decade of Ramaḍān, 441 A.H. (6th to the 15th February, 1050 A.D.); the dating of this document determines for us the date of our present deed in which the unit is lost. Seeing that the deed of Abu'l-'Alā (n° 65) is dated in the second decade of Ramaḍān, 441 A.H. it necessarily follows that the transference of the title of this house to Qolte must have taken place in the first decade of Ramaḍān, 441 A.H. (27th January to 25th February, 1050 A.D.). Then in the first decade of Rabī' I, 442 A.H. (24th July to 2nd August, 1050 A.D.) Isīṭōros b. Bīsa, originating from Tinnīs, bought the house (n° 66), which he then sold to Raiḥān b. Našwān (n° 68) in the first decade of Šawwāl, 459 A.H. (15th to 24th August, 1067 A.D.). According to n° 69 the last named bought also—presumably between 441 and 459 A.H.—a half of the house belonging to Sāra, the daughter of Qolte, which adjoined on the east the object here described and was originally known as Suknā Ġaṭārif (habitation of Ġaṭārif), and afterwards passed into the hands of the Amīr Nāḥid ad-Daula.

1. A similar formula confirming the validity of the act occurs also in P. Berol. 8055<sub>1</sub> ff. (BAU n° 21):

١ ثبت عندي ذلك بجميع ما فيه  
٢ وكتب عمران بن سوالي بن ادريس بيده صح

3. The extention of the *invocatio* by the addition of religious formulae to the *Basmala* is a feature in general characteristic of later documents, which nevertheless goes back to the year 181 A.H. (797 A.D.).

J. GOLDZIHNER in his *Über die Eulogien der Muhammedaner*, ZDMG L (1896), p. 105 has already made reference to the fact that the Caliph Hārūn ar-Rašīd decreed that in the introduction to all official documents the *Basmala* be supplemented by the *Tašlīya*, and Yaḥyā ibn Ḥālīd is said to



have been the first to put this decree into practice. The formula وصلى الله على سيدنا محمد النبي وآله وسلم تسليما is to be found in conjunction with the *Basmala* also in P. Berol. 8055<sub>3</sub> (=BAU n° 21,447 A.H.), without the word النبي in P. Berol. 11954<sub>1</sub> (722 A.H.), as also in M. AMARI, *I diplomi arabi del Reale archivio Fiorentino*, n° 6 (p. 23), 7 (p. 29), 11 (p. 38), 13 (p. 45), 21 (p. 65), 31 (p. 112), 38 (p. 83), without سيدنا *ibid.* n° 8 (p. 31) 9 (p. 33), 10 (p. 36), 26 (p. 78). Cf. also *ibid.* n° 12 (p. 43), 25 (p. 75), 29 (p. 86), 30 (p. 98), 32 (p. 115) 35 (p. 137) 38 (p. 169).

4. The supplement of the line is assured by n° 65<sub>2</sub>. For the town of al-Ušmûnain, frequently mentioned in the papyri, cf. n° 45<sub>2</sub> (p. 105). قلاطس (cf. W. E. CRUM, *CMRL*, n° 116, p. 64) renders the shortened form of κωλλωτος, κολλογθος (cf. *CPR* II, p. 202; W. E. CRUM, *CMBM*, p. 545), κολλε, κολλον and κωλλε (W. E. CRUM, *Coptic Ostraca*, n° 186 [p. 36], 497 [p. 80]), the full form being represented by قلوطس in PER Inv. Ar. Pap. 8428 and by قلوطيس in PER Inv. Ar. Pap. 8250 and in W. E. CRUM, *CMRL*, n° 116 (p. 64).

7. The statement as to the whereabouts of the object of sale which at all events is supplied by n° 65 but which should be mentioned immediately in this place, may have considerable significance for the history of the topography of al-Ušmûnain, if it were only possible to make out the place-names with certainty. This applies in the first place to برتانس which in conformity to n° 66 would be the right reading. According to a communication made in a letter to me from Professor G. ROEDER, we have here to do with a transcription of the Greek πάρθενος. We are tempted to seek in the so-called Kôm el-Kenîse, situated in the south-east of the site of the great city of Hermopolis magna and north of the present al-Ušmûnain, the hill "looking down upon the chappel of the Virgin" (cf. G. ROEDER, *Deutsche Hermopolis Expedition, Vorläufiger Bericht über die Ausgrabungen in Hermopolis 1929-1930, Mitteilungen des Deutschen Instituts für ägyptische Altertumskunde in Kairo*, II/2, 1931, Pl. 14). We look in vain in the description given by Abû Şâlih (*The Churches and Monasteries of Egypt and some neighbouring countries* ed. B. T. A. EVETTS and A. J. BUTLER, *Anecdota Oxoniensia, Semitic series*, part VII, Oxford 1895, fol. 76<sup>r</sup>, p. 96 and p. 219) for any mention of a little church of the Virgin in al-Ušmûnain, but he mentions a big church of the Pure Virgin Mary con-



verted into a Mosque by the Fâtimid Caliph al-Hâkim bi-'amr Allâh and this is evidently not the one that is meant.

At all events *الكنيسة* represents a vulgar diminutive of *الكنيسة* (the classical diminutive being *كنيسة*), which also occurs as a place name in the Delta (Konaisiya). The vocalisation of the word is assured by n° 65<sub>4</sub> (*الكنيسة*) and 66<sub>4</sub> (*الكنسيه*). It must be mentioned that in Spanish-Arabic documents *كنسية* is often written instead of *كنيسة* (see F. PONS-BOIGUES, *Apuntes sobre las escrituras mozárabes Toledanas*, p. 27 note 2) a metathesis which may be based upon the vernacular.

Matters are more difficult in the case of the following toponym, which occurs also in n° 65<sub>6</sub>, 66<sub>6</sub>, 68<sub>6</sub>. As its first component *بو* (dotted) is assured by n° 65, which is to be regarded as a shortened form of *أبو* (cf. n° 54<sub>12</sub>), but which could also answer to the Egyptian *pr* (house). The second component *طورس* one is tempted to regard as a shortened form of *ταυρινος*, *ταυρινη*, *ταυρινη* (J. KRALL, *CPR* II, p. 205; W. E. CRUM, *CMBM*, p. 554; G. HEUSER, *Die Personennamen der Kopten*, I, p. 83, 90; F. PREISIGKE, *Namenbuch*, col. 421; G. PARTHEY, *Aegyptische Personennamen*, p. 116), or *τερβοϋνος* (according to G. HEUSER = *τριβοϋνος* in W. E. CRUM - G. STEINDORFF, *KRU*, n° 3<sub>33</sub>, p. 10).

But perhaps the name *Τούρβων* (F. PREISIGKE, *Namenbuch*, col. 443; G. PARTHEY, *op. cit.*, p. 124) is what is here, though it is remarkable that *ω* should not be given scriptio plena with *و*. Still it seems certain that in the name of this burial-place some older locality is preserved—as it is suggestive of pre-islamic times—for which, however, I cannot at the moment offer any proof from the former history of the city.

9. The Bîr as-Şa'îdî occurs also in n° 65<sub>6</sub>, 66<sub>5-6</sub>, 68<sub>6</sub>.

10. Boqtor the builder is also mentioned in n° 65<sub>7</sub>, 66<sub>6</sub>, 68<sub>6</sub>. The name, rendering Coptic *βικτωρ*, *πικτωρ* and *εωκτωρ* (cf. G. HEUSER, *Die Personennamen der Kopten*, p. 100f., 111), is very common in Arabic papyri. Cf. also W. E. CRUM, *CMRL*, n° 401, p. 183.

The builder's craft we find several times practised by Christians; cf. PERF n° 867<sub>2</sub>, <sub>8</sub> (*MPER* II/III [1887], p. 164). The house of Mansûr occurs also in n° 65<sub>7</sub>, 66<sub>6-7</sub>, 68<sub>7</sub>, that of Gaţârîf b. Muflih in n° 65<sub>8</sub>, 66<sub>7</sub>, 68<sub>7</sub>.



11. The *nisba* إِبْسَادِي refers to the village of Ibšâde (إِبْسَادَة) Coptic ⲡⲓⲱⲟⲩⲉ (J. KRALL in *MPER* II/III [1887], p. 66, *CPR* II, n° 118<sub>1</sub>, p. 101) south of al-Ušmûnain, divided now into two villages Ibšâda al-Baḥrîya and Ibšâda al-Qiblîya (*Dictionnaire des villes, villages, hameaux, etc. de l'Égypte*, p. 67; E. AMÉLINEAU, *La Géographie de l'Égypte à l'époque Copte*, p. 376; G. MASPERO, *Notes au jour le jour*, *PSBA* XIV [1891/92], p. 201 ff). The village is also mentioned by IBN DUQMÂQ, *Kitâb al-Intiṣâr li wâsiṭat 'iqd al-Amṣâr* V, p. 15<sub>15</sub>; IBN AL-GI'ÂN, *Kitâb at-Tuhfa as-San'îya*, p. 174<sub>3</sub>ff and 'ABD AL-LATÎF trad. S. DE SACY, p. 692, n° 3, as in PERF n° 1075<sub>6</sub> (*MPER* II/III [1887], p. 89, 166). Ġa'far b. Sibâ' al-Ibšâdî is also mentioned in n° 65<sub>8</sub>, 66<sub>7</sub>, 68<sub>8</sub>.

14. Dînârs of the Fâtimid Caliph al-Mustanṣir billâh (427-487 A.H.) are several times mentioned in the papyri (Cf. n° 45<sub>6</sub>, p. 105).

15. For the signification of إقالة cf. C. A. NALLINO in *RSO* IX (1921), p. 87, note 7 (risoluzione per mutuo consenso).

## 65

(Pl. XV)

Ta'rîḥ n° 1864. Second decade of Ramaḍân, 441 A.H. (6th to 15th February, 1050 A.D.).

White parchment. 55.2 × 34.7 cm. The text of the contract is written on the inner (flesh)side in brown ink by eight different hands. The main part of the document (ll.1-25) by the clear, regular hand A, by which n° 66 was probably also drafted, ll.16-34 by different witnesses (ll.26/27 right hand B, 26 left hand C, l.27 left hand D, ll.28/29 left hand E, right hand F, ll.30/31 hand G, ll.32-34 hand H. Diacritical points occur sparingly Sîn being contrasted with Šîn by a slanting dash (cf. n° 38), Râ has often the shape of Nûn. The parchment has been folded first at the middle (that is to say at a distance of 18.2 cm from the right and of 16 cm from the left margin) and then parallel to the lines from bottom to top, the width of the successive folds being 1.9 + 4.1 + 4.5 + 4.8 + 5.1 + 5.4 + 5.7 + 6.5 + 6.5 + 7 + 3.7 cm.

Place of discovery probably al-Ušmûnain.

Complete, but in the middle worm-eaten.

General number 27402.



- ١ بسم الله الرحمن الرحيم — من الرحيم
- ٢ هذا ما اشترى المكا بأبو العلا القزاز بن مينا السقا الساكن مدينة الأشمونين من قلته بن كيل بن حريج النصراني القزاز الساكن بهذه
- ٣ المدينة المذكورة اشترى منه بماله لنفسه الذي أنعم الله عز وجل به عليه [هـ] جميع ما أعلمه أنه له وبملكه وفي يده ملكا صحيحا
- ٤ وحقا واجبا وهو جميع المنزل الذي بهذه المدينة المذكورة في الجانب البحري منها على الكوم المطل على الكنيسة المعروف (sic)
- ٥ بالبرتانس ويحيط بهذا المنزل المبيع بأسره ويجمعه ويشتمل عليه حدود أربعة فحده القبلي ينتهي الى الزقاق النافذ
- ٦ من طرفيه الى طرق شتى وفيه يشرع بابه الأول كان والحد البحري منه ينتهي الى بير تعرف بالصعيدى والى بوطور بن مقابر
- ٧ المسلمين وفي هذا الحد يشرع بابه الثانى والحد الشرقى منه ينتهى الى عرصه لبقطر البنا والى دار منصور الرسول كان والى

2. The words مينا, السقا, مينا, المكا, مدينة, القرار, نابو are partially, fully dotted. — 3. وجل, عز, وأنعم, لنفسه, منه, المدينه. — 4. The following words are pointed : واجبا, المنزل, وهذه, المكا, كيل, قلته, من, السقا, مينا, المكا, مدينة, القرار, نابو are provided with dots. — 5. Ms. بالبرتانس, اربعة, القبلي, النافذ. — 6. Ms. طرق, منه, الشرقى, المقابر, بوطورس, بالصعيدى, بير, كان, بابه, طرق. (together with الى inserted above the line) — 7. The words البنا, لبقطر, منه, الشرقى, المقابر, بوطورس, بالصعيدى, بير, كان, بابه, طرق are fully dotted, in الثانى only Tâ.



- ٨ منزل يعرف بسكنى غطارف بن مفلح كان والحد الغربي منه ينتهى الى منزل جعفر بن سباع الأبتشادى فاشترى  
 ٩ المسكا بأبو العلا القزاز بن مينا السقا من قلته بن ككل بن جريج اللهم<sup>٨</sup> اى القزاز جميع هذا المنزل المحدود  
 المذكور فى هذا
- ١٠ الكتاب بحده وحدوده ومرافقه كلها بأرضه وسمايه وسفله وعد[لو]ه ونقضه وبنائه وفنايه وكل قليل وكثير هوله  
 ١١ داخل فيه وخارج منه وما هو معروف له ومنسوب اليه ظاهره وباطنه وعامره وغامره بثمان  
 ١٢ مبلغه أربعة دنانير وازنة مستنصرية وخمسة ربايعات وازنة معزية شرى صحيحا وبيعا نافذا ماضيا  
 ١٣ لا شرط فيه ولا خيار ولا استثنى ولا اقالة ولا اعادة ولا رجعة[ة و] لا مشنوية لا لردّه ولا لفسخه لا لأجل  
 ولا لأبد
- ١٤ ولا هو على سبيل رهن ولا تلجئة ودفع المشتري المسكا بأبو العلا القزاز بن مينا السقا الى البايع له  
 ١٥ قلته بن ككل بن جريج النصرانى القزاز جميع الثمن المذكور فيه ومبلغه أربعة دنانير وازنة مستنصرية  
 ١٦ وخمسة ربايعات وازنة معزية مسلمة للبايع من حق السوق فقبطهم منه نقدا فى يده تاما وافيا وأبراه من  
 ١٧ ذلك براة قبض له واستيفى لجميعه من كل قول وحجة ويمين على جميع الوجوه والأسباب كلها وسلم البايع الى

8. سباع الأبتشادى is fully dotted, partially بسكى and فاشرى — 9. The only word dotted is مينا. — 10. Only وبنائه is partially dotted (Nûn and Yâ). — 11. The only word dotted is اليه. — 12. Ms. ماضيا, دنانير. — 14. Only المشتري and السقا are dotted thus in the Ms. — 15. Ms. دنانير, القرار. ومبلغه is much faded. — 16. Only السوق is dotted. — 17. قول is fully dotted, ويمين and البايع only partially.



- ١٨ المشتري منه جميع ما وقع عليه هذا البيع المذكور وتسلمه منه وكا[ن] لنفسه وصار في يده وملكه ومالا من ماله
- ١٩ بنحكم فيه بحكم الملاك في أملاكهم وذلك بعد معرفة منهما لما تبايعا [ع]ليه وتقليب منهما بجميعة وانفاذ منهما له فتبايعا
- ٢٠ ذلك بينهما على ما يوجبه حكم بيع الاسلام وعهدته وضمنان دركه و[ت]مام شروطه وتضمن البائع للمشتري منه جميع الدرك
- ٢١ في ذمته ومحيايه < ومماته > وخالص ماله فما أدرك هذا المشتري فيما وقع عليه هذا ال[بي]ع المذكور أو في شئ منه ومن حقوقه من درك
- ٢٢ من أحد من الناس كلهم فعلى البائع له خلاصه من كل دركه يدركه في ذلك [ش]هد على اقرار البائع بالبيع وقبضه جميع الثمن
- ٢٣ المذكور والمشتري بالحوز لنفسه بجميعة فيه بعد ان قرى عليهما فاقرا بفهمه ومعرفة بجميعة في صحة عقولهما وابدانهما وجواز

19. Ms. معرفة, منهما (occurring dotted three times), اعا and محييه; only the upper part of Lām in عليه is visible. — 20. is للمشتري منه. — 21. Only the Nûn in منه, ومن and من bears a point. مماته which is logically demanded by the formular (cf. n° 68<sub>17</sub>) has been inadvertently omitted by the scribe. — 22. Only the third من is dotted. — 23. Ms. محييه.



- ٢٤ أمورهما طابعين غير مكرهين ولا مجبرين ولا مضطهدين وكتب في العشر الأول [ط] من شهر رمضان سنة احدى وأربعين وأربعماية
- ٢٥ وفيه حروف ملحقة مثلها الى ير وحرف مصلح مثاله أربعة وهو صحيح وعلى ذلك وقعت الشهادة
- ٢٦ شهد على عبد الله بن أحمد بن تقا على اقرار البائع
- ٢٧ المسمى والمشتري (٢٧) بما فيه في تاريخه
- ٢٨ شهد الحسين بن ابراهيم بن جعفر على اقرار البائع
- ٢٩ والمشتري (٢٩) بما فيه وكتب بخطه في تاريخه
- ٣٠ شهد العباد بن هبة الله بن العقرب على اقرار البائع وقبضه الثمن المذكور
- ٣١ وحوز المشتري وكتب في تاريخه
- ٣٢ شهد ابراهيم بن عيسى بن عد [لى على اقرار البائع المسمى في هذا الكتاب
- ٣٣ وقبض جميع الثمن المذكور وحوز المشتري لنفسه بجميع ما فيه وكتب بخطه
- ٣٤ وذلك في شهر [م] ر [م] ضان من سنة احدى وأربعين وأربعماية

24. The only word provided with dots is العشر . and بر Ms. 25. — 34. Ms. وأربعماية . الشهادة



1. In the name of God, the Compassionate, the Merciful.
2. This is what the surnamed Abu'l-'Alâ, the silk-mercator, son of Mînâ, the water-carrier, residing in the town of al-Ušmûnain, has bought from Qolte b. Chael b. Ġuraiġ, the Christian, the silk-mercator, residing in this(above) mentioned town: he has bought from him with his own money, which God — He is mighty and sublime — has bestowed upon him as a favour, all that he (the seller) informed him that it was belonging to him and in his possession and in his hand(s) as a legal possession
4. and a declared right, namely the whole of the dwelling house, that stands to the north side of the (above) mentioned town, on the hill looking down upon the little church known
5. as al-Bartânos (of the Virgin). Now four boundaries enclose, encompass and surround this dwelling house, which is sold entirely: the southern boundary thereof extends to the lane forming
6. from both sides the thoroughfare to diverse roads, with which its former first door communicates; and the northern boundary thereof extends to a well known as aṣ-Ṣa'îdî and to Bû Ṭûrbon, the Muslim
7. cemetery, and with this boundary communicates its second door; and the eastern boundary thereof extends to the open area belonging to Boqtor, the builder, and to the former house of Mansûr, the messenger, and to
8. the dwelling house known as the former habitation of Ġaṭârif b. Muflîḥ; and the western boundary thereof extends to the dwelling house of Ġa'far b. Sibâ', originating from Ibšâda. The surnamed
9. Abu'l-'Alâ, the silk-mercator, son of Mînâ, the water-carrier, has bought from Qolte b. Chael b. Ġuraiġ al-Lahâ'î (?), the silk-mercator, the whole of this dwelling house defined and mentioned in this
10. act, to its limit and its boundaries and all its appurtenances, with its land and its sky, and (including) what is below and a[bo]ve the surface, and its beams and its building(s) and its fore-court, and all of little and much connected with it
11. within and without, and what is known as appertaining and relating to it, (be it) outside or inside, inhabited or empty, for a price



12. which amounts to four full weight dînârs of al-Mustanşir and five quarter (dînârs), full weight, of al-Mu'izz, in form of a valid purchase and an effectual (and fully) completed sale,

13. in which is no condition and no option (of return) and no reservation and no rescision (by mutual consent) and no possibility of recurrence and no proviso of the right of reversa [I and] no reserving (of the right) either to return it or to annul it, either temporarily or for good,

14. and it is not in the way of a pledge nor an exclusive bequest. And the buyer, surnamed Abu'l-'Alâ, the silk-mercator, son of Mînâ, the water-carrier, has paid to the one who has sold (it) to him,

15. Qolte b. Chael b. Ġuraïğ, the Christian, the silk-mercator, the whole of the price mentioned herein, the amount of which is four dînârs of al-Mustanşir, full weight,

16. and five quarter (dînârs), full weight, of al-Mu'izz, handed over to the seller according to the market-value. So he has received it from him as a cash-payment (paid) into his hand(s) fully and entirely, and he has given him a quittance for

17. it by means of a receipt (acknowledging that he has) received for him(self) fully and entirely the whole of it, which releases him from any affirmation or proof or oath for any causes or reasons whatever; and the seller has handed over to

18. the one who has bought from him all in respect to which the (above) mentioned sale was effected, and he (the buyer) has taken it over from him and it has be[come] his own and has passed into his hand(s) and possession, and has become his own property,

19. he having free disposition of it according to the free disposition of proprietors over their property, and this after their having been aware of what they both have sold and bought (respectively), and their having examined all of it and their having effected it (the transaction). So they both have bargained

20. together according to what the rule of Islamic law of sale and covenant and the guarantee of indemnity and the [ful]filment of its conditions makes obligatory, and the seller has become responsible to the one who has bought from him for all claims



21. according to his responsibility, (be he) alive or dead, and out of his own means. But should any evil consequence (*vindicatio*) ensue to this buyer respecting that about which this above mentioned s[al]e took place or respecting any part of it or any rights (connected with it)

22. from any person at all, it is incumbent upon the one who sold (it) to him to indemnify him for any claim that may be made upon him in respect thereto. (The following witnesses) have testified to the acknowledgment by the seller respecting the sale and his taking over the whole of the price (above) mentioned,

23. and by the buyer respecting his having taken possession for himself of all that is herein after (it) had been read to both of them, so that they have acknowledged that they have understood and comprehended it entirely, they being in a state of sound mind and body, and capable of transacting

24. their business, voluntarily, without compulsion and not against their will and not under constraint, and (it) has been written in the middle decade of the month of Ramaḍān of the year four hundred and forty one.

25. And herein (l. 6) are (to be found) words added, viz. "to a well", and a word corrected (l. 12), viz. "four" and it is right. (The following witnesses have) testified to it.

26. 'Abdallāh b. Aḥmad b. Tuqā is witness to the acknowledgment by the (above-)named seller and the buyer (27) respecting what (is contained) herein on its date. Ishāq b. Naḡā b. 'Atā is witness to the acknowledgment by the seller and buyer respecting what (is contained) herein on its date.

27. 'Alī b. Ibrahīm is witness to the acknowledgment by the buyer respecting what (is contained) herein and he has written (it) in his (own) handwriting.

28. Al-Ḥusain b. Ibrahīm b. Ḡa'far is witness to the acknowledgment by the seller and buyer (29) respecting what (is contained) herein and he has written (it) in his (own) handwriting on its date.

Al-Ḥusain b. 'Alī b. Ḥafṣ is witness to the acknowledgment by the seller respecting the sale and the receipt of the price (29) in actual coin and the taking possession by the buyer for himself respecting all that (is contained) herein on its date.



30. Al-'Abbād b. Hibatallāh b. al-'Aqrab is witness to the acknowledgment by the seller and his receipt of the (above) mentioned price

31. and the taking possession by the buyer and he has written (it) on its date.

32. Ibrahīm b. 'Īsā b. 'A[lī] is witness [to the ack]nowledgment by the seller named in this act

33. and the receipt of all the (above) mentioned price and the taking possession by the buyer for himself respecting all that (is contained) herein and he has written (it) in his (own) handwriting,

34. [and this (took place) in the m]onth of Ra[m]aḍān of the year four hundred and forty one.

2. The buyer is also mentioned in n° 66<sub>2, 8, 12</sub>. For the town of al-Uṣmūnain see n° 45<sub>2</sub>, for the seller n° 64<sub>4</sub> and for his *nisba* النصراني n° 54<sub>3</sub>. مينا renders the wellknown Coptic name MINA, MENA, MHNA, MINE (W. E. CRUM, *CMRL*, p. 248; J. KRALL, *CPR* II, p. 203).

4. For الكيسية see the remarks on n° 64<sub>7</sub> (p. 217) and n° 66<sub>4</sub>, 68<sub>4</sub>.

6. The Bîr aş-Şa'îdî is also mentioned in n° 64<sub>9</sub>, 66<sub>5-6</sub>, 68<sub>6</sub>, the cemetery of Bû Tûrbon in n° 64<sub>7</sub>, 66<sub>6</sub>, 68<sub>6</sub>.

7. Boqtor the builder occurs also in n° 64<sub>10</sub>, 66<sub>6</sub>, 68<sub>6</sub>, the house of Mansûr is also mentioned in n° 64<sub>10</sub>, 66<sub>6-7</sub>, 68<sub>17</sub>.

8. For the habitation of Ġaṭârif b. Muflîḥ cf. n° 64<sub>10-11</sub>, 66<sub>7</sub>, 68<sub>7</sub>, for the house of Ġa'far b. Sibâ' al-Ibšâdî n° 64<sub>11</sub>, 66<sub>7</sub>, 68<sub>9</sub>.

9. The *nisba* of Qolte is not plainly legible, the reading offered may, therefore, be taken as provisional.

10. The group وعصه found here and in n° 66<sub>9</sub>, 68<sub>10</sub>, 69<sub>14</sub>, 71<sub>17</sub> is to be taken as نقضة plural of نقضة "beam" (R. Dozy, *Supplément*, II, p. 714) or as نقض (ibid). "wall-material, wall-stones or ruins," but as the word خشب "timbers" occurs in similar passages (e.g. n° 60<sub>7</sub>) it can be understood to have the first meaning even if the word الحجارة which occurs here and there in the same context (cf. n° 60<sub>7</sub>, 62<sub>8</sub>, 67<sub>11</sub>) admits of the second meaning.

12. For dînârs of al-Mustanşir cf. n° 45<sub>6</sub> (p. 105), for the dînâr Mu'izzî n° 62<sub>9</sub> (p. 203). Quarters of a dînâr, minted in gold, are often mentioned in



papyri and Spanish-Arabic documents; cf. *Wiener Numismatische Zeitschrift* VIII, p. 71ff.; PER Inv. Ar. Pap. 8665 ثلاثة أرباع دينار; F. PONS BOIGUES, *Apuntes sobre las escrituras mozárabes Toledanas*, n° 82, p. 177; S. CUSA, *I diplomi greci ed Arabi di Sicilia*, I, n° 7 (p. 625), n° 8 (p. 492).

16. The formula من حق السوق corresponds to بالتجار in n° 70<sub>18</sub> and بوزن التجار in P. Berol. 8056<sub>17</sub>, وزن التجار P. Berol. 8009<sub>10</sub>.

24. The second decade of Ramaḍân, 441 A.H. corresponds to the period between 6th and 15th of February, 1050 A.D. For this fashion of dating cf. n° 40<sub>11</sub> (p. 85) and n° 70<sub>32-33</sub>, 72<sub>17</sub>; F. PONS BOIGUES, *op. cit.*, n° 32 (p. 79), 65 (p. 147). العشر الثاني is used instead of العشر الأوسط in Cair. B.É. Ta'rîḥ n° 1800 left side l. 12, Ta'rîḥ n° 1801 right side l. 15, 1802 left l. 12, right l. 11, P. Berol. 8064<sub>20</sub>.

25. For corrections see n° 39<sub>12</sub> (p. 80 ff.).

26. 'Abdallâh b. Aḥmad b. Tuqâ and Ishâq b. Nağâ b. 'Aṭâ have also signed in n° 66<sub>22</sub>. For the name تَق cf. AD-DAHABÎ, *Muṣṭabih*, p. 50.

27. The same name occurs in n° 62<sub>18</sub>, but as the handwriting is quite different we can hardly have to do with one and the same person in both instances.

28. Al-Ḥusain b. 'Alî b. Ḥaṣṣ has also signed in n° 66<sub>24-28</sub>.

30. The same person occurs as a witness in n° 66<sub>23</sub>. The name is written in flowing and ligatured characters but there can hardly be a question of any reading other than the one suggested. In southern Arabic العقر corresponds to ʿAqr as a masculine proper name (cf. M. HARTMANN, *Der Islamische Orient*, II, *Die Arabische Frage*, Leipzig, 1909, p. 271, 301), also 'aqrabum occurs in southern Arabic inscriptions (see K. CONTI ROSSINI, *Chrestomathia arabica meridionalis epigraphica*, Roma, 1931, p. 212) the Greek transcription of it being Ἀκραβάνης and Ἀκραβός (H. WUTHNOW, *Die semitischen Menschnennamen in griechischen Inschriften und Papyri des vorderen Orients in Studien zur Epigraphik und Papyruskunde* hg. von F. BILABEL, I, Schrift 4, Leipzig, 1930, p. 16).



## 66

(Pl. XVI)

Ta'riḥ n° 1819<sup>r</sup>. First decade of Rabî' I, 442 A.H. (24th of July to 2nd of August, 1050 A.D.).

White parchment. 54.8 × 44.2 cm. On recto (on the flesh side) a deed of sale is written in 28 lines, in the main part in light brown ink by the clear, regular hand by which n° 65 was probably also drafted (A, ll. 1-21), the rest of the text by the hands of different witnesses (B ll. 22/23, right, C ll. 22 left, D ll. 23/24 left, E ll. 24-28 right and F ll. 24-26 middle, both in black ink. Diacritical points are frequently wanting, for palaeographical peculiarities see n° 65. On verso (on the hair side) a contract of sale concerning the same object (n° 68) is written in 27 lines with black ink by 8 different hands. The main part of the deed (ll. 1-22) by hand A', ll. 22-27 by the hands of 7 different witnesses: B' l. 22 left, C' ll. 23/24 right, D' l. 23 left, E' ll. 25/26 right, F' ll. 25-27 in the middle, G ll. 25/26 middle left, H ll. 25-26 left. Diacritical points are used sparingly. The parchment has been folded in the middle and then parallel to the lines the width of the successive eight folds being no longer clearly discernable.

Place of discovery probably al-Ušmûnain.

Complete and in good condition. General number 25422.



- ١ بسم الله الرحـ من الرحيم
- ٢ هذا ما اشترى اسطوروس التنيسى بن بيسه الساكن مدينة الأشمونين من الممكا بأبوالعلا القزاز بن مينا السقا الساكن بهذه المدينة المذكورة في هذا
- ٣ الكتاب اشترى منه بماله لنفسه الذى أنعم الله عز وجل عليه جميع المنزل بأسره وكاله الذى أعلمه أنه له وبملكه وفى يده ملكا صحيحا وحقا واجبا
- ٤ بهذه المدينة المذكورة فى الجانب البحرى منها على الكوم المطل على الكنيسة المعروفة بالبرتانس ويحيط بهذا المنزل المبيع بأسره وكاله ويجمعه
- ٥ ويشتمل عليه حدود أربعة فالحد القبلى منه ينتهى الى الزقاق النافذ من طرفيه الى طرق شتى وفيه يشرع بابه الأول كان والحد البحرى منه ينتهى الى بير
- ٦ تعرف بالصعيدى والى بوطور بن مقابر المسلمين وفى هذا الحد يشرع بابه الثانى والحد الشرقى منه ينتهى الى عرصه لبقطر البنا والى دار منصور

1. الرحيم is dotted in the Ms. — 2. Words dotted are السقا and أبو, من, والتنيسى بن بيسه. — 3. Ms. عليه. — 4. The words منها, الكنسية, المعروفة, والبرتانس are dotted thus in the Ms. — 5. Words dotted in the Ms. are طرق, من, الزقاق, منه. — 6. Ms. البنا, لبقطر, الثانى, بابه, المسلمين, بالصعيدى. — 7. Ms. بير and منه, بابه



- ٧ الرسول كان والى منزل يعرف بسكنى غطارف بن مفلح كان والحد الغربى منه ينتهى الى منزل جعفر بن سباع الأبتشادى فاشترى اسطوروس
- ٨ التنيسى بن بيسه من الممكنا بأبو العلا القزاز بن مينا السقا جميع هذا المنزل المحدود الموصوف فى هذا الكتاب بحدده وحدوده ومرافقه كلها
- ٩ بأرضه وسمائه وسفله وعلوه ونقضه وبنائه وفنايه وكل قليل وكثير هو له داخل فيه وكل قليل وكثير هو له خارج منه وما هو معروف به
- ١٠ ومنسوب اليه ظاهره وباطنه عامره وغامره صفقة واحدة بثمن مبلغه أربعة دنانير وازنة جياذ العيون مستنصرية
- ١١ مسلمة للبائع من حق السوق شرى صحيحا وييعا نافذا ماضيا لا شرط فيه ولا خيار ولا استثنى ولا اقالة ولا اعادة ولا رجعة ولا مثنوية لا لرده ولا
- ١٢ لفسخه لا لأجل ولا لأبد ولا هو على سبيل رهن ولا تاجئة ودفع المشتري اسطوروس التنيسى بن بيسه الى البائع له الممكنا بأبو العلا القزاز

7. The words كان (twice), منه, سباع الأبتشادى are pointed in the original. — 8. بيسه and مينا السقا are fully dotted. — 10. The words دنانير, العيون and سمن are thus partially provided with dots. — 11. Ms. نافدا, السوق, من. — 12. Diacritical points occur here in لأجل, لأبد, سبيل, بيسه, مابو.



- ١٣ بن مينا السقا جميع الثمن المذكور ومبلغه أربعة دنانير وازنة مستنصرية مسلمة للبائع من حق السوق فقبطهم منه نقدا في يده تاما
- ١٤ وافيا وابراه من ذلك براءة قبض له واستيفا بجميعة من كل قول وجدة ويمين على جميع الوجوه والأسباب كلها وسلم البائع الى المشتري
- ١٥ منه جميع ما وقع عليه هذا البيع المذكور وتسلمه منه وحازه لنفسه وصار في يده وملكه وماله يتحكم فيه بحكم الملاك في أملاكهم
- ١٦ وذلك بعد معرفة منهما لما تبايعا عليه وتقليب منهما بجميعة وانفاذ منهما له فتبايعا ذلك بينهما على ما يوجبه حكم بيع الاسلام وعهدته
- ١٧ وضمان دركه وتتمام شروطه وتضمن البائع للمشتري منه جميع الدرك في ذمته ومحيايه ومماته وخالص ماله فما ادرك هذا المشتري
- ١٨ فيما وقع عليه هذا البيع المذكور أو في شئ منه ومن حقوقه من درك من احد من الناس كلهم فعلى البائع له خلاصه من كل درك يدركه في ذلك

13. Ms. السقا , دنانير , من حق السوق , منه , نقدا , منه , من حق السوق , دنانير , السقا . — 14. Ms. وافيا , من , — 15. Only the first منه and من are dotted here.—

16. Ms. (twice) منها . — 17. Words dotted here are وضمان , شروطه , ومحيايه , ومماته , خلاصه . — 18. Only منه , ومن , and من are provided with a diacritical point.



- ١٩ شهد على اقرار البايع بالبيع وقبضه جميع الثمن المذكور والمشتري بالحوز لنفسه بجميع ما فيه بعد أن قرى  
عليهما فاقرا بفهمه
- ٢٠ ومعرفة جميعه في صحة عقولهما وأبدانها وجواز أمورهما طايعين خير مكرهين ولا مجبرين ولا مضطهدين وكتب
- ٢١ في العشر الأول من ربيع الأول من سنة اثني وأربعين وأربعماية شهد على ذلك
- ٢٢ شهد عبد الله بن أحمد بن تقا على اقوار البائع والمشتري شهد اسحق بن نجابن عطا على اقرار البائع والمشتري بما فيه في تاريخه
- ٢٣ بما فيه في تاريخه
- ٢٤ شهد الحسين بن علي بن حفص شهد علي بن حفص بن علي بن حفص على اقرار البايع
- ٢٥ على اقرار البايع المسما في
- ٢٦ هذا الكتاب بالبيع
- ٢٧ وقبض الثمن بما في تاريخه
- ٢٨ وحوز المشتري
- ٢٣ شهد العباد بن هبة الله بن العقرب على اقرار البائع بالبيع
- ٢٤ وقبض جميع الثمن المذكور وحوز المشتري بما فيه في تاريخه

19. Ms. بالحوز and بمهمه. — 20. The only words dotted are جميعه and وكتب. — 21. Ms. العشر, سنة, من. — 25. Ms. واربعماية, سنة, من, العشر. — 25. Ms. cf. n° 37<sub>13</sub>.



1. In the name of God, the Compassionate, the Merciful.
2. This is what Isitôrôs, originating from Tinnîs, son of Bîsa, residing in the town of al-Ušmûnain, has bought from the surnamed Abu'l-'Alâ, the silk-mercator, son of Mînâ, the water-carrier, residing in the town, which is mentioned in this
3. act: he has bought from him with his own money, which God — He is mighty and sublime — has bestowed upon him as a favour, the whole dwelling house entirely and completely, that he (the seller) informed him that it was belonging to him and in his possession and in his hand(s) as a legal possession and a declared right, situated
4. at the north side of this (above) mentioned town, on the hill looking down upon the little church known as al-Bartânos (of the Virgin). Now four boundaries enclose, encompass and surround this dwelling house sold entirely and completely:
5. the southern boundary thereof extends to the lane forming from both sides the thoroughfare to diverse roads, with which its former first door communicates; and the northern boundary thereof extends to a well
6. known as aş-Şa'idî and to Bû Tûrbon, the Muslim cemetery, and with this boundary communicates its second door; and the eastern boundary thereof extends to the open area belonging to Boqtor, the builder, and to the former house of Manşûr,
7. the messenger, and to the dwelling house known as the former habitation of Ġaţârîf b. Muflîḥ; and the western boundary thereof extends to the dwelling house of Ġa'far b. Sibâ', originating from Ibšâda. Isitôrôs,
8. originating from Tinnîs, son of Bîsa, has bought from the surnamed Abu'l-'Alâ, the silk-mercator, son of Mînâ, the water-carrier, the whole of this dwelling house defined and described in this act, to its limit and its boundaries and all its appurtenances,
9. with its land and its sky, and (including) what is below and above the surface, and its beams and its building(s) and its fore-court, and all of little and much connected with it within, and all of little and much connected with it without, and what is known as appertaining
10. and relating to it, (be it) outside or inside, inhabited or empty, in one striking (of hands), for a price which amounts to four dînârs in full weight good gold-coins of al-Mustanşîr



11. handed over to the seller according to the market-value, in form of a valid purchase and an effectual (and fully) completed sale in which is no condition and no option (of return) and no reservation and no rescision (by mutual consent) and no possibility of recurrence and no proviso of the right of reversal and no reserving (of the right) either to return it or

12. to annul it, either temporarily or for good, and it is not in the way of a pledge nor an exclusive bequest. And the buyer Isitôrôs, originating from Tinnîs, son of Bîsa, has paid to the one who has sold it to him, the surnamed Abu'l-'Alâ, the silk-mercator,

13. son of Mînâ, the water-carrier, the whole of the (above) mentioned price, the amount of which is four full weight dînârs of al-Mustansîr, handed over to the seller according to the market-value. So he has received it from him as a cash-payment (paid) into his hand(s) fully,

14. entirely, and he has given him a quittance for it by means of a receipt (acknowledging that he has) received for him(self) fully and entirely the whole of it, which releases him from any affirmation or proof or oath for any causes or reasons whatever; and the seller has handed over to the one who has bought

15. from him all in respect to which the (above) mentioned sale was effected, and he (the buyer) has taken it over from him and has acquired possession of it for himself and it has passed into his possession and his hand(s) and has become his property, he having free disposition of it according to the free disposition of proprietors over their property,

16. and this after their having been aware of what they both have sold and bought (respectively) and their having examined all of it and their having effected it (the transaction). So they both have bargained together according to what the rule of Islamic law of sale and covenant

17. and the guarantee of indemnity and the fulfilment of its conditions makes obligatory, and the seller has become responsible to the one who has bought from him for all claims according to his responsibility, be he alive or dead, and out of his own means. But should any evil consequence (*vindicatio*) ensue to this buyer

18. respecting that about which this (above) mentioned sale took place or respecting any part of it, or any rights (connected with it) from any



person, it is incumbent upon the one who has sold (it) to him to indemnify him for any claim that may be made upon him in respect thereto.

19. (The following witnesses) have testified to the acknowledgment by the seller respecting the sale and his taking over the whole of the price mentioned, and by the buyer respecting his having taken possession for himself of all that is herein, after (it) had been read to both of them, so that they have acknowledged that they have understood

20. and comprehended it entirely, they being in a state of sound mind and body and capable of transacting their business, voluntarily, without compulsion and not against their will and not under constraint, and (it) has been written

21. in the first decade of Rabî' I of the year four hundred and forty two. (The following witnesses) have testified to it.

22. 'Abdallâh b. Aḥmad b. Tuqâ is witness to the acknowledgment by the seller and buyer (23) respecting what (is contained) herein on its date.

Ishâq b. Nağâ b. 'Atâ is witness to the acknowledgment by the seller and buyer respecting what (is contained) herein on its date.

23. Al-'Abbâd b. Hibatallâh b. al-'Aqrab is witness to the acknowledgment by the seller respecting the sale (24) and the taking over the whole of the (above) mentioned price and the taking possession by the buyer respecting what (is contained) herein on its date.

24. Al-Ḥusain b. 'Alî b. Ḥafṣ is witness (25) to the acknowledgement by the seller named in (26) this act respecting the sale (27) and the taking over the price respecting what (is contained) herein on its date (28) and the taking possession by the buyer.

'Alî b. Ḥafṣ b. 'Alî b. Ḥafṣ is witness to the acknowledgment by the seller (25) respecting the sale and the taking over the (above) mentioned price and the taking possession by the buyer respecting what is herein (26) and he has written in his (own) handwriting on its date.

2. The buyer is also mentioned in n° 68<sub>2,8</sub> but here his name is written اسطوراس التنيسي بن بيسه النصراني while the form اسطوروس occurs also in PER Inv. Ar. Pap. 6007<sub>19</sub>. Both forms are the rendering of Coptic εἰσιτορος (J. E. QUIBELL, *Excavations at Saqqara 1907/8*, n° 106, p. 58; cf. ἰσιτορος; in F. PREISIGKE, *Namenbuch*, col. 153, besides εἰσιτωρος in W. E. CRUM, *Coptic Ostraca*, n° 437, p. 73, εἰσιλωρος BKU n° 188 b, 2/3, ἰσιλωρος



W. E. CRUM, *CMBM*, p. 543, *CMRL*, n° 146 [p. 76] and *εἰσιτροῦ* *CMBM*, n° 658, p. 300). But H. MUNIER suggests the Coptic n. pr. *σταῦρος* (cf. H. THOMPSON, *A Coptic marriage contract*, *PSBA* XXXIV [1912], p. 174, 176, *μισταῦρος* in W. E. CRUM, *CMRL*, n° 433 [p. 208], 435 [p. 212]). *بيسه* and *بيسه* renders Coptic *ⲃⲏⲥⲁ* (G. PARTHEY, *Aegyptische Personennamen*, p. 24; W. E. CRUM, *CMRL*, n° 54, p. 21). The *nisba* at-Tinnîsî (cf. n° 68<sub>2, 9</sub>, 70<sub>21</sub>, 71<sub>2-3</sub>) refers to the well known centre of textile-manufacture Tinnîs in the Delta (cf. J. MASPERO and G. WIET, *Matériaux pour servir à la géographie de l'Égypte*, p. 60ff). For al-Ušmûnain cf. n° 45<sub>2</sub>. The seller occurs also in n° 65<sub>2, 14</sub>.

4. For the chapel of the Virgin see n° 64<sub>7</sub>, 65<sub>4-5</sub>, 68<sub>4</sub>.
5. The well aş-Sa'idî is mentioned also in n° 64<sub>9</sub>, 65<sub>6</sub>, 68<sub>6</sub>.
6. For Bû Tûrbon see n° 64<sub>7</sub>, 65<sub>6</sub>, 68<sub>6</sub>; Boqtor, the builder is mentioned also in n° 64<sub>10</sub>, 65<sub>7</sub>, 68<sub>6</sub>, the house of Mansûr in n° 64<sub>10</sub>, 65<sub>6</sub>, 68<sub>7</sub>.
7. For the localities referred to here see n° 65, ff (p. 226).
9. For *ونقضة* see the remarks on n° 65<sub>10</sub>, p. 226.
21. The first decade of Rabî' I, 442 A.H. corresponds to the period between the 24th of July and 2nd of August, 1050 A.D. For the fashion of dating followed here cf. n° 40<sub>11</sub>, p. 85.
22. 'Abdallâh b. Aḥmad b. Tuqâ and Ishâq b. Nağâ b. 'Aṭâ have witnessed also in n° 65<sub>26</sub>.
23. We encounter the same man in n° 65<sub>30</sub>.
24. 'Alî b. Ḥafṣ has signed also in n° 45<sub>22</sub>, his son al-Ḥusain in n° 65<sub>28</sub>.

## 67

(Pl. XVII)

Inv. n° 123 (=Ta'rîḥ n° 1795). Šafar, 450 A.H. (30th March to 28th April, 1058 A.D.).

White parchment. 36 × 22 cm. The text of the contract is written on the flesh side in 24 lines in black ink by four different hands; ll. 3-20 by a clear, regular hand (A), ll. 1-2 (B), 21-22 right side (C) and 21-24 left side by different witnesses. Diacritical points are occasionally used.

Verso blank.

Place of discovery probably al-Fayyûm.

Complete, in good condition.



- ١ ثبت عندى ذلك وكتب سليم بن  
 ٢ يزيد بنحطه فى تاريخه  
 ٣ بسم الله الرحمن الرحيم  
 ٤ هذا ما اشترى ابنيله وأبو البدر ولدى المكنا بأبى السرى بن هليه من خالهما قوريل بن ابنيله وهم  
 ٥ يومئذ من أهل الضيعة المعروفة بباجسوق ترس من بعض قرى كورة الفيوم اشترا منه سفقة واحدا وعقدا  
 واحدا جميع  
 ٦ حقه من مورثه من أبيه ابنيله بن اسحق من المنزل الكبير شرق الجامع العتيق بهذه الضيعة المقدم ذكرها  
 ويحوط بهذا المنزل  
 ٧ ويشتمل عليه حدود أربع الحد الأول منه وهو القبلى ينتهى الى عرصه يحنس بن بردسنه وخلاه من قبلته<sup>٢</sup>  
 الى منزل  
 ٨ ينوق والحد الثانى البحرى ينتهى الى الحصة التى لهذا المنزل مما وقعت القسمة ثلاثة ديار اخوته قرا

3. The words *بسم* and *الرحيم* are dotted in the Ms. — 4. Words dotted are *البدر*, *ولدى*, *هليه* and *من*. — 5. The words *الضيعة*, *المعروفة*, *بباجسوق*, *ترس*, *بعض*, *قرى*, *كورة*, *الفيوم*, *اشترا*, *منه*, *سفقة*, *واحدا*, *عقدا*, *جميع* are dotted thus in the Ms. — 6. Ms. *حقه*, *مورثه*, *اسحق*, *من*, *المنزل*, *العتيق* (instead of *العتيق*), *الضيعة*, *المقدم*, *ذكرها*, *ويحوط*, *بهذا*, *المنزل*, *ويشتمل*, *عليه*, *حدود*, *أربع*, *الحد*, *الأول*, *منه*, *وهو*, *القبلى*, *ينتهى*, *الى*, *عرصة*, *يحنس*, *بن*, *بردسنه*, *وخلاه*, *من*, *قبلته*<sup>٢</sup>, *الى*, *منزل*, *ينوق*, *والحد*, *الثانى*, *البحرى*, *ينتهى*, *الى*, *الحصة*, *التى*, *لهذا*, *المنزل*, *مما*, *وقعت*, *القسمة*, *ثلاثة*, *ديار*, *اخوته*, *قرا*. — 7. Ms. *القسمة*, *التي*, *سهي*, *يسوق*: The following words are provided with diacritical points: *وخلاه*, *الى*, *القبلى*, *منه*, *اربع*. — 8. The following words are provided with diacritical points: *قرا* and *اخوته* (the apex after *Sîn* obviously being superfluous).



- ٩ ورفرفيل والحد الثالث الشرقى ينتهى الى الدار القورا التي لبليويه ابنت ابنيلة ومنه يشرع باب هذا المنزل والمدخل  
 ١٠ اليه والمخرج منه والحد الرابع الغربى ينتهى الى منزل ثيدر بن اسحق وهو دار يوميد محرق وكلها قورا وما يخصه  
 ١١ من الخلا مع الحجارة الى السطح بلا سطح فاشترى ابنيله وأبو البدر ولدي المسكا بأبى السرى بن هليه  
 ١٢ جميع ما ذكر ووصف فى باطنها بحده وحدوده وسفله وعلوه وسمايه وأرضه وعراضه وأفنيه وكلما يعرف  
 ١٣ له وينسب اليه شرا ثابت صحيحا منجزا لا شرط فيه ولا وعد ولا إتوى ولا خيار ولا وديعة ولا رهينة على بيع  
 ١٤ الاسلام وعهدتهم ان شا باع وان شا وهب وان شا صدق بثمان مبلغه من العين ثلاثة دنانير النصف من ذلك  
 ١٥ دينار واحد ونصف قبض خالها قوريل بن ابنيله بجميع هذا الثمن المذكور على تمامه وكاله فافترقوا جميعا  
 ١٦ منهم بالأبدان عن تراض منهم وبرى كل من حي ومتى أدرك أبنيلة وأبو البدر ولدى المسكا  
 ١٧ بأبى السرى بن هليه فى شرايهما هذا أو فى شيا < منه > درك علقه أو خصومة من ساير  
 ١٨ الناس كلهم قريب أم بعيد شاهد أم غايب طارى بدين أو مستحق بميراث كان على خالها

9. Ms. فاسترى , بلا , الى . Ms. 11. — . قورا , محرق , يوميد , الرابع , منه . Ms. 10. — . لبليويه , التي , القورا , الى , منه (Cf. n° 37<sub>13</sub>) التالى . Ms. 9. — . رهيه , وديعه , خيار , فيه , منحرا , صحيحا . Ms. 13. — . يعرف , أرضه , باطنها . Ms. 12. — . هليه , ولدى , البدر , هليه . Ms. 17. — . البدر , حي , منهم , بالأبدان . Ms. 16. — . على , جميع , ونصف . Ms. 15. — . دنانير , صدق , ان . Words provided with dots are the second and third . Ms. 14. — . علقه , (corrected from منهم which itself was a scribal error for منه as J. SCHACHT has indicated), منها (cf. n° 54<sub>9</sub> شيا ) سا



قوريل بن ابنيه كاي ما كان وبالغ ما بلغ وبذلك أشهد على أنفسهم في صحة عقولهم وجواز	١٩
أموالهم في صفر من سنة خمس ————— ين وأربعمائه	٢٠
الحمد لله كما هو أهله	
شهد أبوسهل بن خلف بن ابراهيم الموزن على إقرار المقر	٢١
شهد نهار بن سليمان بن إدريس	
بما فيه وكتب بيده في تاريخه —————	٢٢
الحمد لله كما هو أهله	
على إقرار المقر بجميع ما فيه وذلك	
بعد جدة	٢٣
الحذر	٢٤

20. Only سنة خمس are provided with dots. — 21. The left side of line 21-22 was occupied originally by the signature of another witness, but the four or five letters visible are too faded to justify any positive reading. — 23-24. The Ms. seems to present <sup>سبحه</sup> <sub>والحيه</sub> the reading given with the text was proposed by ISMÂ'ÎL EFFENDI HUSAIN of the school of Oriental Studies in the American University, Cairo.



3. In the name of God, the Compassionate, the Merciful.

4. This is what Abnîle and Abu'l-Badr, the sons of the surnamed Abu's-Sarî b. Helia, have bought from their maternal uncle Cyril b. Abnîle, they being

5. numbered at this time among the people of the domain known as Bulğusûq Teres, one of the villages of the district of al-Fayyûm: they both have bought from him in one striking (of hands) and one contract the whole of

6. his share inherited from his father, Abnîle b. Ishâq, of the great dwelling house east of the ancient mosque in this afore-said domain. Now four boundaries enclose

7. and surround this dwelling house: the first boundary, viz. the southern, extends to the open area of Yoḥannes b. Bardesane and the vacant space at the south of it as far as the dwelling house

8. of Yanûq; and the second, the northern boundary, extends to the share appertaining to this dwelling house, forming a part of that (property) which has been divided into the three houses of his brothers Qarâ

9. and Rafrafil; and the third, the eastern boundary, extends to the large house, which belongs to Biliheu, daughter of Abnîle, with which the door of this dwelling house communicates, so as to afford entrance to

10. and exit from it; and the fourth, the western boundary, extends to the dwelling house of Theodor b. Ishâq, this (now) being a house destroyed by fire and entirely unoccupied, and such free space as belongs to it,

11. including the (wall) stones as far as the uncovered roof. Abnîle and Abu'l-Badr, the sons of the surnamed Abu's-Sarî b. Helia, have bought

12. all that is mentioned and described herein to its limit and its boundaries and (including) what is below and above the surface, and its sky and its land and its open areas and its fore-courts, and all that is known as appertaining

13. and relating to it in form of a right, valid, effected purchase in which is no condition and no promise and nothing that can bring about a loss and no option (of return) and no deposit and no pledge, according to Islamic

14. sale and to their (the Muslims) covenant, (so that) if he will, he may sell it, and if he will, he may give it away, and if he will, he may give it as an alms, for a price which in gold-coins amounts to three dînârs, the half thereof being



15. one and a half dînâr. Their maternal uncle Cyril b. Abnîle has received the whole of this (above) mentioned price fully and entirely. So they have all separated

16. from one another bodily to their mutual satisfaction, and quittance for all (this) has been given by a man in the quick, and should any evil consequence (*vindicatio*) with regard to this their purchase or any portion thereof ensue to

17. Abnîle and Abu'l-Badr, the sons of the surnamed Abu's-Sarî b. Helia on the basis of any contention or litigation on the part of any

18. other persons, be they near or far, present or absent, (be it) one who suddenly appears with a debt or one who makes a claim on the basis of any inheritance, (then this) falls upon their maternal uncle

19. Cyril b. Abnîle whatever it might be or amount to, and with regard to this (purchase) witnesses have been called respecting their obligations they being in a state of sound mind and body and capable of transacting

20. their business, in Šafar of the year four hundred and fifty. Praise be to God, as He is worthy thereof.

21. Bû Sahl b. Ḥalaf b. Ibrahîm, the muezzin, is witness to the acknowledgment by the acknowledger (22) respecting what (is contained) herein and he has written (it) with his (own) hand on its date (23). Praise be to God, as He is worthy thereof. Nahâr b. Sulaimân b. Idrîs is witness (22) to the acknowledgment by the acknowledger respecting all that (is contained) herein, and this (23) after the most careful attention. Valid.

1. This has been proved in my presence and Salîm b.

2. Yazîd has written (it) in his (own) handwriting on its date.

1/2. A similar formula occurs in P. Berol. 8052<sub>1</sub> ثبت ذلك عندي وكتب إبراهيم بن اسماعيل بن احمد بخط . Cf. also n° 64<sub>1</sub> and p. 215.

4. For the persons concerned here see the remarks on n° 61<sub>2</sub>, 63<sub>3</sub>, 6, 9.

5. For the village of Bulğusûq Teres see n° 54<sub>3</sub> and p. 151.

6. Abnîle b. Ishâq occurs also in n° 54<sub>5</sub>, 61<sub>4</sub>, 62<sub>3</sub> ff.

7. Yohannes b. Bardesane is mentioned in n° 54<sub>5</sub>. The third word from the end is very indistinct.



8. For the house of Yanûq cf. n° 61<sub>5</sub>, 62<sub>6</sub>. قرا is probably Coptic κρε (G. HEUSER, *Die Personennamen der Kopten*, I, p. 88) a variant form of κυρος; cf. also Κερζ in F. PREISIGKE, *Namenbuch*, col. 171 and n° 60<sub>3</sub>, and Κερλ in H. R. HALL, *Coptic and Greek texts of the Christian Period*, p. 123.

9. For Biliheu cf. n° 60<sub>3</sub> and the genealogy given on p. 196. The name Rafrafil occurs also in n° 54<sub>3,6</sub>.

10. The house of Theodor, son of Isaak, is mentioned also in no 61<sub>7</sub>, 62<sub>7</sub>; for the signification of the two slanting stokes concluding this line and ll. 11, 13, 19 cf. p. 82.

12. For the form افنيه cf. n° 54<sub>6</sub> (p. 152).

14. For the mention of the half of the price immediately after the stipulated sum see n° 54<sub>8</sub> (p. 152 ff.).

20. The Šafar of the year 450 A.H. began on the 30 of March and ended with the 28th of April, 1058 A.D. For the formula الحمد لله كما هو أهله cf. n° 54<sub>13</sub>.

21. Bû Sahl b. Halaf b. Ibrahîm the muezzin and Nahâr b. Sulaimân b. Idrîs have also signed in n° 54<sub>12,13</sub>.

## 68

(Pl. XVIII)

Ta'rîh n° 1819<sub>v</sub>. First decade of Šawwâl, 459 A.H. (15th to 24th of August, 1067 A.D.).

For the description see n° 66 (p. 228).



- ١ بسم الله الرحمن الرحيم وما توفيقى < إلا > بالله عليه توكلت وإليه أنيب
- ٢ هذا ما اشترى ريجان بن نشوان المعروف بالعجلانى من جملة العبيد البربر المستخدم بمركز الأشمونين من اسطوراس التنيسى بن ببيسه النصرانى الساكن
- ٣ يومئذ بهذه المدينة المذكورة فى هذا الكتاب اشترى منه بماله لنفسه الذى أنعم الله عز وجل به عليه جميع المنزل بأسره وكله الذى أعلمه أنه له وبملكه
- ٤ وفى يده ملكا صحيحا وحقا واجبا بهذه المدينة المذكورة فى الجانب البحرى منها على الكوم المطل على الكنيسة < المعروفة > بالبرتانس ويحيط بهذا المنزل المبيع
- ٥ بأسره وكله ويجمعه ويشتمل عليه حدود أربعة فالحد القبلى منه ينتهى الى الزقاق النافذ من طرفيه الى طرق شتى وفيه يشرع بابه الأول
- ٦ كان والحد البحرى منه ينتهى الى بير تعرف بالصعيدى والى بوطور بن مقابر المسلمين وفى هذا الحد يشرع بابه الثانى والحد الشرقى منه ينتهى الى عرصة لبنطى البنا

1. Ms. . وفاق . The scribe has omitted لا before بالله by inadvertence. — 2. اشترى and البربر , نشوان , ببيسه are dotted thus in the original. — 3. Ms. اشترى . — 4. Ms. بالترانس (the points being incorrectly placed, cf. n° 647), المبيع , بهذا , ويحيط , (instead of المبيع). According to n° 664 المعروفة would be expected following الكنيسة obviously omitted by inadvertence. — 5. يشتمل , طرق , القبلى , شتى , يشرع and شتى are fully dotted in the Ms., النافذ and الرقاق partially. — 6. The words منه , بير , مقابر , يشرع , بابه , الثانى , بالقطر and الشرقى are fully dotted. المسلمين has been added above the line by the scribe.



- ٧ والى دار تعرف لمنصور الرسول كانت والى منزل يعرف بسكا غطارف كان ثم انتقل ذلك الى الأمير ناهص الدولة وموقعها والحد الغربى منه
- ٨ ينتهى الى منزل جعفر بن سباع الالبشادى فاشترى ربحان بن نشوان المعروف بالعجلانى من جملة العبيد البربر المقدم ذكره من اسطوراس بن
- ٩ ببيسه التنيسى النصرانى جميع هذا المنزل المحدود الموصوف فى هذا الكتاب بحده وحدوده ومرافقه كلها بأرضه وسمائه وسفله وعلوه
- ١٠ ونقصه وبنائه وفنائه وكل كثير وقليل هو له داخل فيه وكل قليل وكثير هو له خارج منه وما هو معروف به ومنسوب اليه ظاهره //
- ١١ وباطنه عامره وغامره بثمان مبلغه من العين خمسة دنانير إلا ثلث دينار جياذ العيون مستنصرية مسلمة للبايع من حق السوق //
- ١٢ شرى صحيحا وبيعا نافذا ماضيا لا شرط فيه ولا خيار ولا استثنى ولا اقالة ولا اعادة ولا رجعة ولا مشنوية لا لرده ولا لفسخه
- ١٣ لا لأجل ولا لأبد ولا هو على سبيل رهن ولا تلجئة ودفع المشتري الى البائع له المذكورين فى هذا الكتاب جميع ما وقع عليه //

7. Ms. . العربى , وموقعها , الامير , انتقل (for ثم , بسكا , لمنصور). — 8. Ms. . العجلانى , نشوان , فاشترى . — 9. Ms. . ببيسه and التنيسى are fully dotted. — 10. Ms. . وبنائه , وفنائه , ومنسوب , به . is a correction by the hand of the scribe from اليه . — 11. Words dotted are ثلث and للبايع . — 12. Ms. . مشنوية and استثنى . — 13. Ms. . لا بد , المشتري .



١٤ هذا البيع المذكور فقبضه منه نقدا في يده تاما وافيا وابراه منه ومن جميعه براءة قبض واستيفى بجميعه من كل قول ويمين وجدة

١٥ على جميع الوجوه والأسباب كلها وسلم البائع الى المشتري المسمين في هذا الكتاب فتسله منه وحاز له لنفسه وصار مالا من ماله يتحكم فيه

١٦ بحكم الملاك في أملاكهم وذلك بعد معرفة منهما لما تبايعا عليه وتقليب منهما بجميعه وانفاذ منهما له فتبايعا ذلك بينهما على ما يوجبه

١٧ حكم بيع الاسلام وعهدته وضمنان دركه وتما شروطه وتضمن البائع للمشتري منه جميع الدرك في ذمته ومحياه ومماته وخالص

١٨ ماله فما أدرك هذا المشتري فيما وقع عليه هذا البيع المذكور أو في شيء منه من درك من أحد من الناس كلهم فعلى البائع له خلاصه

١٩ من كل درك يدركه في ذلك أو في شيء من حقوقه شهد على اقرار البائع بالبيع وقبضه جميع الثمن المذكور والمشتري بالحوز لنفسه //

٢٠ بجميعه ما فيه بعد أن قرى عليها فاقرا بفهمه ومعرفة جميعه في صحة عقولها وابدانها وجواز أمورهما طايعان غير مكرهان ولا مجبران

14. Only فقبضه منه is fully dotted. — 15. Ms. فتسله , المسمين. — 16. Ms. بحكم , تاما , وافتاد , تاما , بحكم. — 17. Only Tâ in وتضمن is pointed. — 20. Ms. بجميع , مجبران , is added above the line by the scribe.



٢١ وكتب في العشر الأول من شوال سنة تسع وخمسين وأربعمائة وفيه لحق حرف مثاله ريحان وأيضا لحق آخر وما هو معروف

٢٢ وإصلاح حرف مثاله وأبدانها ولذلك وقعت الشهادة شهد على بن أحمد بن خيثم على إقرار البائع والمشتري بما فيه وكتب بخطه في تاريخه صح

٢٣ شهد على بن محمد بن علي المغربي على إقرار البائع والمشتري المقرين بما فيه شهد سمداح بن علي بن محمد على إقرار البائع والمشتري بما فيه وكتب بخطه في تاريخه  
٢٤ وكتب بخطه في تاريخه

٢٥ شهد محمد بن عيسى بن عبيدة على إقرار شهد نطف بن طاهر بن علي

٢٦ البائع وقبضه الثمن وحوز المشتري بما فيه علي إقرار البائع بالبائع وقبضه

٢٧ الثمن المذكور وحوز المشتري بما فيه

٢٥ شهد ..... الحسن علي شهد العباد بن هبة الله بن العقرب

٢٦ إقرار البائع والبائع بما فيه وكتب بخطه في تاريخه علي إقرار البائع والمشتري وكتب بخطه في تاريخه

21. Ms. (following وايضا) لحق , وفيه , تسع . — 22. Ms. . وكتب , الشهادة . The correction looks here more like بأبدانها , but the Wâw may be ligatured with the following Alif. علي (following خيثم) is apparently corrected from عن . — 23. Ms. . تاريخه .



1. In the name of God, the Compassionate, the Merciful, and my success is < only > with God, in Him do I trust and to Him shall I return.

2. This is what Raiḥân b. Našwân, known as al-'Aḡlânî, belonging to the body of the Berber slaves, employed in the district of al-Ušmûnain, has bought from Isitôrâs, originating from Tinnîs, son of Bîsa, the Christian, residing

3. at this time in the town mentioned in this act: he has bought from him with his own money, which God—He is mighty and sublime—has bestowed upon him as a favour, the whole dwelling house entirely and completely, that he (the seller) informed him that it was belonging to him and in his possession

4. and in his hand(s), as a legal possession and a declared right, situated at the north side of this (above) mentioned town, on the hill looking down upon the little church <known> as al-Bartânos (of the Virgin). Now four boundaries enclose, encompass and surround this dwelling house,

5. sold entirely and completely: the southern boundary thereof extends to the lane forming from both sides the thoroughfare to diverse roads, with which its former first door communicates;

6. and the northern boundary thereof extends to a well known as aṣ-Ṣa'îdî and to Bû Ṭûrbon, the Muslim cemetery, and with this boundary communicates its second door; and the eastern boundary thereof extends to the open area belonging to Boḡtor, the builder,

7. and to the house known as formerly belonging to Manṣûr, the messenger, and to the dwelling house known as the former habitation of Ġaṭârif, then this (house) passed to the Amîr Nâhiḍ ad-Daula who directs it (the empire) to prosperity; and the western boundary thereof

8. extends to the dwelling house of Ġa'far b. Sibâ', originating from Ibšâda. So the aforesaid Raiḥân b. Našwân, known as al-'Aḡlânî, belonging to the body of the Berber slaves, has bought from Isitôrâs b.

9. Bîsa, originating from Tinnîs, the Christian, the whole of this dwelling house, defined and described in this act, to its limit and its boundaries and all its appurtenances, with its land and its sky, and (including) what is below and above the surface,



10. and its beams and its building(s) and its fore-court and all of much and little connected with it within, and all of little and much connected with it without, and what is known as appertaining and relating to it, (be it) outside

11. or inside, inhabited or empty, for a price which amounts in gold-coins to five dînârs less a third of a dînâr, good gold-coins of al-Mustansir, handed over to the seller according to the market-value,

12. in form of a valid purchase and an effectual (and fully) completed sale in which is no condition and no option (of return) and no reservation and no rescision (by mutual consent) and no possibility of recurrence and no proviso of the right of reversal and no reserving (of the right) either to return it or to annul it,

13. either temporarily or for good, and it is not in the way of a pledge nor an exclusive bequest. And the buyer has paid to the one who has sold it to him—both mentioned in this act—all (the price) for which this (above) mentioned sale

14. was effected. Thus he (the buyer) has received it from him as a cash-payment (paid) into his hand(s) fully, entirely, and he has given him a quittance for it and for all of it by means of a receipt (acknowledging that he has) received fully and entirely the whole of it, which releases him from any affirmation or oath or proof

15. for any causes or reasons whatever ; and the seller has handed (it) over to the buyer, both of whom are mentioned in this act, and he has taken it over from him and has acquired possession of it for himself and it has become his own property, he having free disposition of it

16. according to the free disposition of proprietors over their property, and this after their having been aware of what they both have sold and bought (respectively) and their having examined all of it and their having effected it (the transaction). So they both have bargained together according to what the rule

17. of Islamic law of sale and covenant and the guarantee of its indemnity and the fulfilment of its conditions makes obligatory, and the seller has become responsible to the one who has bought from him for all claims according to his responsibility, be he alive or dead and out of his own

18. means. But should any evil consequence (*vindicatio*) ensue to this buyer respecting that about which this (above) mentioned sale took place or



respecting any portion thereof from any person whatever, it is incumbent upon the one who has sold (it) to him to indemnify him

19. for any claim that may be made upon him in respect thereto or any rights (connected with it). (The following witnesses) have testified to the acknowledgment by the seller respecting the sale and his taking over the whole of the price mentioned and by the buyer respecting (his) having taken possession for himself

20. of all that (is contained) herein, after (it) had been read to both of them, so that they have acknowledged that they have understood and comprehended it entirely, they being in a state of sound mind and body and capable of transacting their business, voluntarily, without compulsion and not against their will,

21. and it has been written in the first decade of Šawwâl of the year four hundred of fifty nine ; and herein has been added a word, viz. "Raiḥân" (l. 8) and also another, viz. "and what is known" (l. 10),

22. and a correction of a word, viz. "and their body" (l. 20) and testimony has been given to this.

'Alî b. Aḥmad b. Ḥaitam is witness to the acknowledgment by the seller and buyer respecting what (is contained) herein and he has written in his (own) handwriting on its date. Valid.

23. 'Alî b. Muḥammad b. 'Alî, originating from the Mağrib, is witness to the acknowledgment by the buyer and seller, both acknowledging what (is contained) herein, (24) and he has written (it) in his (own) handwriting on its date.

..... b. 'Alî b. Muḥammad is witness to the acknowledgment by the seller and buyer in respect of what (is contained) herein and he has written (it) in his (own) handwriting on its date.

25. Muḥammad b. 'Îsâ b. 'Ubaida is witness to the acknowledgment (26) by the seller and his receipt of the price and the taking possession by the buyer of what (is contained) herein. Valid.

Naṭif b. Ṭâhir b. 'Alî is witness (26) to the acknowledgment by the seller respecting the sale and his receipt (27) of the mentioned price and the taking possession by the buyer of what (is contained) herein.



..... son of al-Ḥasan is witness to (26) the acknowledgment by the seller and buyer respecting what (is contained) herein and he has written (it) in his (own) handwriting on its date.

Al-ʿAbbād b. Hibatallāh b. al-ʿAqrab is witness (26) to the acknowledgment by the seller and buyer and he has written (it) in his (own) handwriting on its date.

1. For the custom of joining religious formulae to the *Basmala* see the remarks on n° 37<sub>3</sub>, p. 64. The formula *وما توفيق إلا بالله عليه توكلت وإليه أنيب* occurs on a cornelian seal published by J. v. HAMMER-PURGSTALL, *Abhandlung über die Siegel der Araber, Perser und Türken, Akad. Wien Denkschr.* I (1850), p. 16 (Sep. p. 26).

2. The buyer is named also in n° 69<sub>2</sub>. Members of the tribe of ʿAḡlān had settled in Egypt together with the Qais in 107 A.H. according to AL-MAQRĪZĪ (*Abhandlung über die in Aegypten eingewanderten arabischen Stämme*, pag. 446, 488). For the *nisba* *العجلاني* see also AS-SAMʿĀNĪ, *Kitāb al-Ansāb*, fol. 385<sup>v</sup>. Raiḥān b. Našwān belongs to the body of Berber slaves, as in P. Berol. 8172<sup>II</sup><sub>2-3</sub> (=BAU n° 10a, 405 A.H.), the seller (Šaʿbān b. Hilāl) to the *جملة العبيد الحسينية*. Such bodies are unfortunately mentioned only in these two documents and further particulars about them are not to be ascertained. We may presume that they did not arise until the period of the Fāṭimids, who were in close connection with the Berbers (cf. F. WÜSTENFELD, *Die Geographie und Verwaltung von Agypten, AGWG* XXV [1879], p. 206). According to PER Inv. Ar. Pap. 477, where Berber soldiers (*العساكر البربر*) are mentioned, we have with all probability to do with a military organisation. For the district of al-Usmûnain see n° 38<sub>2</sub>, 45<sub>15</sub>, for the buyer n° 66<sub>2, 7-8, 12</sub>, for his designation as a Christian n° 54<sub>3</sub> (p. 150).

6. For the localities concerned here see n° 64<sub>9</sub>, p. 216 ff.

7. For the houses of Maṣṣûr and Ġaṭârif see n° 64<sub>10-11</sub>, 217 ff. The Amîr Nâhiḍ ad-Daula is mentioned also in n° 69<sub>9</sub>.

8. Ġaʿfar b. Sibâʿ al-Ibšâdî is named also in n° 64<sub>11</sub>, 65<sub>8</sub>, 66<sub>7</sub>.

10. For the two possibilities of interpreting *نقضه* see n° 65<sub>10</sub> (p. 226), for the slanting dashes at the end of this and of the two following lines cf. n° 39<sub>27</sub> (p. 82).



21. The first decade of Šawwâl, 459 A.H. corresponds to the period between the 15th and the 24th of August, 1067 A.D. For the corrections cf. the remarks on n° 39<sub>12</sub> (p. 80).

22. For خيتم cf. IBN DURAID, *Kitâb al-Istiqâq*, p. 321, for صح here and in l. 25 p. 154 ff.

23. For the *nisba* al-Mağribî see n° 45<sub>22</sub> (p. 106). I cannot read the first *ism* of the second witness.

25. Naṭif b. Ṭâhir b. 'Alî has also signed in n° 71<sub>30</sub>.

The letters of the name of the third witness are so closely ligatured that only the last component الحسن can be read with certainty. 'Abbâd b. Hibatallâh b. al-'Aqrab occurs also in n° 65<sub>30</sub>, 66<sub>23</sub>.

26. The formula وكتب بخطه في تاريخه is closely contracted by ligaturing.

27. After فيه there is a vertical curved stroke which perhaps stands for a customary abbreviation of the usual concluding formula.

## 69

(Pl. XIV)

Inv. n° 149<sup>v</sup>.

About 459 A.H. (1066/67 A.D.).

For the description see n° 64 (p. 208 ff.).

- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى ربحان بن نشوان [لساكن مدينة الاشمونين]
- ٣ من ساره ابنة قلته القزاز النصراني [ة الساكنة يومئذ]
- ٤ بهذه المدينة المذكورة اشترى [ى منها سفقة واحدة وعقدا واحدا]
- ٥ جميع النصف كاملا اثنا عشر س [هما من أربعة وعشرين سهما]
- ٦ من جميع المنزل بمدينة الاشمونين فى ا [لوجه البحرى منها وجوار]
- ٧ مسجدين ماملين والدار المعروفة كان [ت لغطارف بن مفلح]

2. Ms. اشترى, ربحان, نشوان. — 3. قلته is fully dotted (cf. n° 65<sub>2,15</sub>), in النصراني only Yâ is provided with dots. — 4. Only Tâ in اشترى is dotted. — 5. Ms. عشر.



- ٨ ثم انتقل ذلك للأمير المؤيد ناهض الدو[لة]  
 ٩ ويحيط به ويجمعه ويشتمل عليه حدود أربعة فا[لحد القبلي منه ينتهي الى]  
 ١٠ ملك لأحمد النباذ والحد البحرى منه ينتهى الى المنزل [المعروف]  
 ١١ بالسفطى والحد الشرقى منه ينتهى الى طرق >المارة< [والحد الغربى]  
 ١٢ منه ينتهى الى اصطبل المكنى بابو السرى الخياط [مع البير التى فى]  
 ١٣ هذا الحد من حقوق هذا المنزل الذى وقع البيع [عليه بمجده وحدوده  
 وسمائه]  
 ١٤ وأرضه وبنائه وسفله وعلوه ونقضه ومرا[فقها]  
 ١٥ وكل حق هو له داخل فيه وكل حق هو له خار[ج منه وجميع  
 ما يعرف له]  
 ١٦ ظاهره وباطنه عامره وغامره بثمان مبلغه [دينار واحد]  
 ١٧ جيد النقد شرى صحيحا وبيعا نافذا [ماضيا لا شرط فيه ولا خيار]  
 ١٨ ولا استثنى ولا اعادة ولا اقال[ة]  
 ١٩ ولا هو على سبيل رهن ولا تد[بجئة وودفع المشتري جميع الثمن]  
 ٢٠ ومبلغه دينار واحد قبضته [منه نقدا فى يدها تاما وافيا وابرأته]  
 ٢١ منه وم[ن اليمين عليه] براءة قب[ض واستيفاء وسلمت للمشتري جميع  
 ما وقع]  
 ٢٢ عليه ه[ذا البيع]  
 ٢٣ ي[تحد] ك[م] فيه [بحكم الملاك فى أملاكهم]  
 ٢٤ [ ] ذ [ ]

8. Ms. انتقل , ذلك , ناهض (dotted thus). — 10. Ms. المنزل , ينتهى . — 11. Ms. المارة is obviously a scribal error for المارة . — 13. Ms. حقوق (which seems to be corrected by the scribe from حقوه . — 14. Ms. سفله (fully dotted). — 16. Ms. وباطنه , مبلغه . — 20 Ms. قبضته . — 23. Ms. فيه .



1. In the name of God, the Com[passionate, the Merciful].
2. This is what Raiḥân b. Našwân, [residing in the town of al-Ušmûnain], has bought
3. from Sâra, daughter of Qolte, the silk-mercator, the Christian (woman), [residing at this time]
4. in this town already mentioned: he has bought [t from her in one striking of (hands) and one contract]
5. the whole half, completely, twelve s[hares of twenty four shares]
6. of the whole dwelling house in the [northern region] of the town of al-Ušmûnain, [and in the neighbourhood of]
7. two mosques ..... and the house known as formerly [belonging to Ġaṭârif b. Mufliḥ]
8. then this (house) passed to the Amîr al-Mu'ayyad Nâhiḍ ad Dau[la .....]
9. Now four boundaries enclose, encompass and surround it: the [southern boundary thereof extends to]
10. the property of Aḥmad, the wine seller; and the northern boundary thereof extends to the dwelling house, [known]
11. as as-Saftî; and the eastern boundary thereof extends to the main thoroughfares; and the western boundary
12. thereof extends to the stable of the surnamed Abu's-Sarî, the tailor, [including the well situated within]
13. this boundary, being part of the rights of this dwelling house, in respect to which the sale has been effected [to the limit thereof and its boundaries, and its sky]
14. and its land and its building(s), and (including) what is below and above (the surface), and its timbers and all its appur[tenances],
15. and every right connected with it within and every right connected with it with[out, and all that is known as appertaining to it]
16. (be it) outside or inside, inhabited or empty, for a price which amounts to [one dînâr]
17. good money, in form of a valid purchase and an effectua[l (fully) completed sale, in which is no condition and no option (of return)]



18. and no reservation and no possibility of recurrence and no rescision (by mutual consent) [.....,]

19. and it is not in the way of a pledge nor as an exclu[sive bequest, and the buyer has paid the whole of the price,]

20. the amount of which is one dînâr, and she has received it [from him as a cash-payment (paid) into her hand(s) fully and entirely, and she has released him]

21. from it and from [the oath with regard is it] by means of a recei[pt (acknowledging that she has) received it fully and entirely, and she has handed over to the buyer all that for which]

22. thi[s sale has been effected, ]

23. he having [free disposition] of it [according to the free disposition of proprietors over their property .....]

24. ....

2. The buyer is mentioned also in n° 68<sub>2,8</sub>. ساره is the exact rendering of Coptic *capa* (W. E. CRUM, *CMRL*, n° 165 [p. 87]; H. R. HALL, *Coptic and Greek texts of the Christian Period*, p. 141; G. HEUSER, *Die Personennamen der Kopten*, p. 107), Σαπα (F. PREISIGKE, *Namenbuch*, col. 362). The name occurs also in n° 70<sub>2</sub>, 71<sub>2</sub>.

8. The Amîr Nâhid ad-Daula is also mentioned in n° 68<sub>7</sub>.

10. Aḥmad, the wine seller occurs also in n° 70<sub>9</sub>, 71<sub>11</sub>.

For vine-culture in Egypt cf. AL-MAQRÎZÎ, *Ḥiṭat*, I, p. 44; AS-SUYŪṬÎ, *Husn al-Muḥâdara fî aḥbâr Miṣr wa'l-Qâhira*, II (Cairo, 1299 A.H.), p. 228 ff.; AN-NUWAIRÎ, *Nihâyat al-Arab fî funûn al-Adab*, I (Cairo, 1923), p. 356<sub>11</sub>, 357<sub>4</sub>. Wine and vineyards are very often mentioned in the papyri and the production of wine must have been considerable. We learn from PER Inv. Ar. Pap. 9999<sub>2</sub> that the production resulting from one domain amounted to sixty leather tubes of excellent wine; the vine-dressers are in general Christians (PERF n° 684<sub>4</sub>, 720<sub>2</sub>, 795).

11. The *nisba* السفطى (AD-DAHABÎ, *Muṣṭabih*, p. 266) which according to AS-SUYŪṬÎ, *Lubb al-Lubâb*, p. 137 and AS-SAM'ÂNÎ, *Kitâb al-Ansâb*, fol. 299<sup>r</sup> refers to the village of سفط القڨور in the Delta, may be connected here with سفط الخماره or سفط المهلبى in the district of al-Uṣmûnain (cf. IBN DUQMÂQ, *Kitâb al-Intiṣâr li-wâsiṭat 'iqd al-Amṣâr*, V, p. 20<sub>9,11</sub>;



IBN AL-ĞÎÂN, *Kitâb at-Tuhfa as-Sanîya*, p. 180<sub>23ff</sub>; 'ABD AL-LATÎF trad. S. DE SACY, p. 696, n° 71f.). The toponyme *بيس*, very common in the geographical nomenclature of Egypt, corresponds to Coptic *CAKET* (cf. W. E. CRUM, *Coptic Manuscripts brought from the Fayyum*, n° 35<sub>1</sub>, [p. 54], 45<sup>v</sup> col. a l. 13, 17 ff. [p. 64], n° 46 l. 34 [p. 69], n° 51 fragm. B l. 2 [p. 73 ff.]. We encounter this name also in P. Cair. B.É. n° 114<sub>9</sub>. The *nisba* occurs in connection with Sakrîs b. Homîse in n° 70<sub>4</sub>, 71<sub>4, 6, 13</sub>.

12. The stable of Abu's-Sarî, the tailor, is mentioned also in n° 70<sub>12</sub>, 71<sub>14</sub>.

14. For *فضة* see n° 65<sub>10</sub> (p. 226).

## 70

(Pl. XIX)

Inv. n° 160. Šawwâl, 459 A.H. (15th of August to 13th of September, 1067 A.D.).

White paper, 46 × 20.5 cm. On recto a contract of sale is written in black ink in 31 lines by two hands, ll.1–30 by the inelegant, but practised hand A, l. 30/31 left by the witness (B). The back bears a contract concerning the same house written in black ink in 42 lines by 4 different hands, the text of the contract itself (ll.1–35) by hand A, l. 35 left to l. 42 by the hands of three different witnesses (C ll.35–38, D ll.36–39, E ll.39–42). Diacritical points occur seldom. The paper has been folded parallel to the lines from bottom to top.

Place of discovery probably al-Ušmûnain.

Much worm-eaten.



2. Ms. استرت (being corrected from *ى* by the scribe). — 3. The writer wrote originally الساكن by force of habit and then altered ن to نة in conformity to the sex of the buyer (cf. l. 2). The group نومبدسه is obviously miswritten. Probably the scribe wrote مبدسه instead of بمدينة and then added نو, but forgot to correct سه in بمدينة. — 4. Ms. النصف من . قرا and السفطى , سكريس , ابا . — 5. Ms. ارتهم , بهذه , الذى (cf. the remarks on n° 37<sub>13</sub>). — 6. Ms. المديه . — 10. Ms. سكريس (fully dotted). — 11. Ms. شرع (fully dotted).



- ١٢ ينتهى الى اصطبل المكنى بابو السرى الخياط مع البير الماء المعينة التى فى هذا  
 ١٣ الحد من حقوق هذا المنزل بحد ذلك وحدوده وأرضه وبنائه وسفله  
 ١٤ وعلوه ومرافقه كلها وكل حق هو له وداخل فيه وكل حق هو له  
 ١٥ خارج منه وجميع ما يعرف له وينسب اليه ظاهره وباطنه عامره  
 ١٦ وغامره بثمن مبلغه من العين دينار واحد ونصف دينار بالصحة [يح]  
 ١٧ مستنصرى عيونا ذهباً شرى صحيحاً لا شرط فيه ولا خيار ولا عد [ة]  
 ١٨ ولا استثنى ولا هو على سبيل ر [هن ودفعت المشـ] ترية الى البايعة [ن]  
 ١٩ المقدم ذكره [م] جميع الثـ [من المذكور و] مبـ [اغته دينار واحد ونصف نقد] ا فى يدهم تاماً  
 ٢٠ [وافيا ..... من كـ] ل قول فلا  
 ٢١ [..... هـ] المشتريه من در [ك]  
 ٢٢ [فـ] ذمتهم ومحياهم ومماتهم وخالـ [ص ما لهم عل ما يـ] وجبه حكم بيع [الاسلام]  
 ٢٣ وعهدته وضمات دركه وتضمنوا [ابها] جميع الدرك فى ذلك [كـ]  
 ٢٤ شهد على اقرار البايعين المكنى بأبو [الـ] يمن وأخوه جمـ [يل ابنا سكريس ووالدتهما]

17. In the Ms. only عيونا is dotted thus. — 18. Ms. [الـ] شتره, and fully dotted [نـ] البايعة.



٢٥ قرا ابنة جريج وعلى اقرار المشتري بالحوز لنفسه [لها في صحة عقولهم وأبدانهم]  
 ٢٦ وجواز أمورهم طايعين غير مكرهين ولا مجبرين وذلك في شهر [ش] وال [من]  
 ٢٧ سنة تسع وخمسين واربعماية وفيه اصلاح حرف ابنة [ج] ريج وأيضا الذ [صف]  
 ٢٨ من جميع المنزل وكذلك لحق حرف مثاله فقبضوه وبذلك وقعت الشهادة  
 ٢٩ وعلى هذا المشتري سمسرة هذا النصف من جميع المنزل فهو حق السوق  
 ٣٠ دون البايعين لها وبذلك تمت الشهادة شهد نطف بن طاهر بن على تا [ر] بخ [ه]  
 على اقرار [البايع بالبيع وحوز] المشتري بما فيه [وكتب في]

25. Ms. فرا. — 29. Ms. المسترته. — 30-31. The signature of the witness has been washed out but the text is still faintly visible.



1. [In the na]me of God, the Com[passionate, the Merciful.]
2. This is what Sâra, daugh[ter of Qolte, the silk-mercator, the wife of ..... sdt, son of Bîsa,]
3. originating of Tinnîs, residing at this time in the tow[n of al-Uš-mûnain], has bought from the surnamed Abu'l-Yumn and his [broth]er
4. Ġamîl, the two sons of Sakrîs b. as-Saftî and their [mother] Qerâ, daughter of Ġuraig, the half of the whole dwelling house,
5. which is in the town already mentioned, their inheritance from their aforesaid, deceased
6. father Sak[rîs, son of Homîse], in the nor[thern] region of this town, in the qua[rter]
7. of the standard-makers, in the street of the two ..... mosques ..... [ ..... Abu't-Tayyib]
8. b. Abi 'l-Wazîr, afterwards known under (the name of) Ġaṭ[ârif b. Muflih. Now four boundaries enclose and surround this dwelling house:]
9. the southern boundary thereof extends to [..... property of Aḥmad, the wine] seller, and the northern
10. boundary thereof extends to the property of Sakrîs b. Homîs [e.....], the father of this seller,
11. and the eastern boundary thereof is (formed by) the main thoroughfares with which its door communicates, and the western boundary [there]of
12. extends to the stable of the surnamed Abu's-Sarî, the tailor, including the well of running water, situated within this
13. boundary, being part of the rights of this dwelling house, to the limit thereof and its boundaries and its land and its building(s) and (including what is) below
14. and above the surface, and all its appurtenances and every right connected with it and within, and every right connected with it
15. without, and all that is known as appertaining and relating to it, (be it) outside or inside, inhabited
16. or empty, for a price which amounts in gold money to one and a half dînârs, correctly minted,
17. of al-Mustansîr, gold-coins, in form of a valid purchase, in which is no condition and no option (of return) and no promi[se]



18. and no reservation and it is not in the way of a pl[edge ; and the] buyer [has paid] to the aforesaid seller[s]

19. the whole of the [(above) mentioned pri]ce, the am[ount of which is one and a half dînârs, as a cash-payment (paid)] into their hand(s) fully

20. [and entirely ..... and of a]ny affirmation, but no

21. vindication [ensue to this] buyer [.....]

22. [accor]ding to their responsibility, be they alive or dead, and out of their o[wn means, according to what] the rule of [Isiamic] law of sale

23. and covenant and the guarantee of its indemnity makes obligatory, and they have guaranteed her against all claims respecting [all] this.

24. (The following witnesses) have testified to the acknowledgment by the sellers, the surnamed Abu[']l-Yumn and his brother Ġam[il, the two sons of Sakrîs, and their mother]

25. Qerâ, daughter of Ġuraig, and to the acknowledgment by the buyer respecting (her) having taken possession for [her]self, [they being in a state of sound mind and body,]

26. and capable of transacting their business, voluntarily, without compulsion and not against their will, and [this in the month of Ša]wwâl [of]

27. the year four hundred and fifty nine, and herein is a correction of a word, viz. "daugh[ter of Ġu]lraig" and also "the ha[lf]

28. of the whole dwelling house "(l. 4) and likewise there has been added a word, viz." thus they have received it" (l. 20?), and testimony has been given to it ;


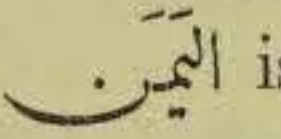
29. and (the payment of) the brokerage for this half of the whole dwelling house is incumbent upon the buyer thereof and (at) the market-rate,

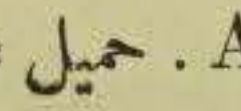
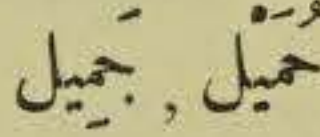
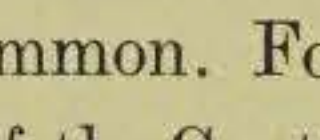
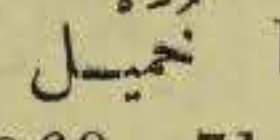

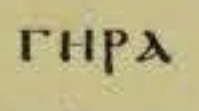

30. but not on those who have sold it to her, and testimony has been fully given thereto. Naṭif b. Ṭâhir b. 'Alî is witness

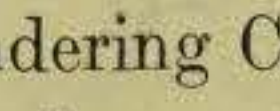
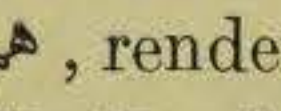
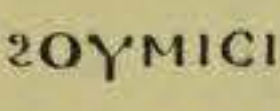
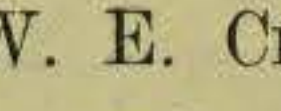
31. to the acknowledgment [by the seller respecting the sale and the taking possession by] the buyer of what (is contained) therein, [and he has written (it) on its] da[te].

2. Sâra daughter of Qolte is mentioned also in n° 69<sub>3</sub>, 71<sub>2</sub>. The reading of the *ism* of her husband is not certain, cf. n° 71<sub>2</sub>; for his patronymic and *nisba* see n° 66<sub>2</sub>.



3. For the town of al-Ušmûnain see n° 38<sub>2</sub>, 45<sub>2</sub>. Abu'l-Yumn is also mentioned on verso (n° 71<sub>2</sub>). Besides  (HAIR AD-DÎN AZ-ZURKULÎ, *al-A'lâm*, III, p. 1172) also  is possible (cf. AD-DAHABÎ, *Muštabih*, p. 561).

4. There are several possibilities of reading the name . According to AD-DAHABÎ, *Muštabih*, p. 117 we have the choice between , , and  but the former is the most common. For Sakrîs b. as-Saftî cf. n° 69<sub>11</sub>, 71<sub>4, 6, 13</sub>.  is here a transcription of the Coptic  in G. HEUSER, *Die Personennamen der Kopten*, p. 88,  W. E. CRUM, *CMRL*, n° 375 (p. 175).

5. The same person (cf. l. 10) is named also in n° 71<sub>4, 6, 13</sub>. The name , rendering Coptic  (PERF n° 58, *CPR* II, n° 249<sub>13</sub>),  (W. E. CRUM, *CMBM*, p. 558),  (W. E. CRUM, *CMBM*, n° 1116 [p. 470]), occurs frequently in the papyri.

7. The hatt al-Bannâdîn, occurring also in n° 71<sub>8</sub>, is probably mentioned also in PER Inv. Ar. Pap. 1140<sub>2</sub>. For the localities concerned here and in the following line see n° 64<sub>10-11</sub>, 69<sub>7</sub>.

9. Aḥmad the wine-seller occurs also in n° 69<sub>10</sub>, 71<sub>11</sub>.

10. Since Ġamîl is an infant his brother Abu'l-Yumn acts for him as well as for himself as seller in this contract, which is the reason why only one seller is mentioned in the provisions of the sale.

12. For the locality concerned here see n° 69<sub>12</sub>, 71<sub>14</sub>.

20. We might expect here some phrase similar to that in n° 68<sub>14</sub> stating that the sellers have given a quittance to the buyer for the amount of the purchase money whereby she is released from her promise with regard thereto.

26. The Šawwâl of the year 459 A. H. began on the 15th of August and ended with the 13th of September, 1067 A.D.

29. Up to the present no other instance can be found in the papyri to parallel this stipulation concerning the payment of brokerage in connection with a sale of property.

30/31. The witness has signed also in n° 68<sub>25</sub>.



## 71

(Pl. XIX)

Inv. n° 160<sup>v</sup> Second decade of Šawwâl, 459 A.H. (24th of August to 2nd September, 1067 A.D.).

The description is given in n° 70 (p. 255).

- ١ [بسم الله الرحمن الرحيم]
- ٢ [هذا ما اشترى ساره ابنة قلته القزاز زوجة . . . . . سبط بن [بييسة]
- ٣ [التنيسى الساكنة يومئذ بمدينة الأشمونى] بن من المكنا بابو اليمن وأخوه
- ٤ [جميل] [هما] [سـ] كريس بن السفطى ووالدتهما //
- ٥ قرا ابنة جريج جميع النصـ [ف من] المنزل الذى بهذه [المـ] مدينة
- المـ [عـ] روفة
- ٦ أرثهم عن والدهم سكريس بن [السفـ] طى المتوفا وهو اثنا عشر
- سهما من
- ٧ [اربعة وعشـ] [رـ] [يـ] بن سهما شايعة غير مقسومة من جميع المنزل المقدم
- ٨ [ذكره فـ] الى الوجه البحرى من هذه المدينة بنخط البنادين وجوار مسجد
- ٩ [ين ماملـ] بن والدار المعروفة [كانت تعـ] رف بأبى الطيب بن أبى الوزير
- ١٠ [ثم عرفت بغطارف بن مفلح وـ] [يحـ] ط بهذا المنزل ويشتمل عليه
- حدود أربعة
- ١١ [فالحد القبلى منه ينتهى الى . . . . .] ملك لأحمد النباذ والحد //
- ١٢ البحرى منه [ينتهى الى المنزل . . . . .] ارثـ [هم عن والدهم سكريس
- بن هميسه

2. One would have expected اشترى for the buyer is a woman. — 4. [سـ] كريس السفطى, and ووالدتهما are fully dotted in the Ms. — 6. Ms. ارثهم (for أرثهم, cf. the remarks on n° 37<sub>27</sub>, p. 64). — 7. Ms. المنزل. — 8. البنادين is here fully dotted. — 11. The Dâl in the calling is dotted. — 12. Ms. منه and هميسه.



١٣ المعروف بالسـ [فقطى والحد الشـ] سرق منه ينتهى الى طرق < الـ > مارة  
وفيه يشرع

١٤ بابه والحد الغربى منه ينتهى الى اصطبل المكنى بأبو السرى الخياط  
١٥ مع البير الما المعينة التى فى هذا الحد من حقوق هذا المنزل الذى وقع  
١٦ البيع على النصف منه بحد ذلك وحدوده وأرضه وبنائه وسفله  
١٧ وعلوه ونقضه ومرافقه كلها وكل حق هو له داخل فيه وكل  
١٨ حق هو له خارج منه وجميع ما يعرف له وينسب اليه ظاهره  
١٩ وباطنه عامره وغامره بثمن مبلغه دينار واحد ونصف دينار بالـ [صـ] [يحـ]  
٢٠ عينا ذهبيا جياذا النقد شرى صحيحا وبيعا نافذا ماضيا لا شرط  
٢١ [فـ] يه ولا عدة ولا [خـ] يار ولا اسـ [تثنى] ولا هو على سـ بيل رهن  
ودفعت

٢٢ [١] لمشترية ساره [بنة قلته القزاز زوجة ... سد] ط بن ببيسة التنيسى  
الى البايعين

٢٣ [١] لمكنى بأبو اليـ [من وأخوه جميل  
.....  
٢٤ بن السفطى ] [مع د]  
٢٥ ومبلغه د [ينار واحد ونصف  
٢٦ ] وحازته لـ [نفسها [وصـ] ار فى يدها ومالا من  
٢٧ [مالها] فـ [أد] رك هذه المشتريه من درك  
٢٨ [من أحـ] د من الناس كلهم و [ـن البايعين خلاصها فى ذمتهم  
ومحياهم [م]

٢٩ [ومماتهم وخـ] الص ما لهم على ما [يد] وجبه حكم بيع الاسلام وعهدته

— المارة In the Ms. طرق and يشرع are fully dotted. مارة is miswritten for المارة —  
15. Ms. المعينه . — 16. Only البيع is dotted. — 20. Ms. جبادا (instead of جبادا),  
(بيسه for يسه , [١] لمستره . — 21. Ms. [اسـ] تثنى cf. n° 3713. — 22. Ms. ماضا , نافدا , النقد  
— البايعين [ن] , التنيسى



- ٣٠ [وتمان دركه و] تضمنوا بها جميع الدرك في ذلك كله شهد على
- ٣١ [إقـ] رار [الباعين با] لبيع وقبضهم جميع الثمن والمشتري بالحوز لنفسها
- ٣٢ في صحة عقو[لهـ]م وأبدانهم وجواز أمورهم طايعين غير مكرهين
- ٣٣ ولا مجبرين وذلك في العشر الأوسط من شوال سنة تسع //
- ٣٤ وخمسين وأربعمئة وفيه لحق حرف مثاله النصف وأيضا تكرير حرف
- ٣٥ منهم وبذلك وقعت الشهادة شهد أحمد بن الحسين بن محمد بن سواهل على إقرار
- ٣٦ شهد حكم بن عبد الحميد بن صباح بن جميل الرجل والثلاثة نسوة الباعين بالبيع
- وقبض جميع
- ٣٧ عـ[نى ا] قرار الرجل للبيع والنسوة المسمين الثمن المذكور وتمانهم عن جميل
- الطفل وحوز المشتري
- ٣٨ [ ] وتمانهم عن جميل الطفل وحوز المشتري (٣٧) بما فيه في تاريخه
- ٣٩ [بما فيه]ـه وكتب بخطه في تاريخه شهد محمد بن الحسين بن عيسى على
- إقرار الرجل
- ٤٠ والثلاثة الباعين بالبيع وقبض جميع الثمن
- ٤١ المذكور فيه وتمانهم عن جميل الطفل وحوز
- ٤٢ المشتري بما فيه في تاريخه

1. [In the name of God, the Compassionate, the Merciful.]
2. [This is what Sâra, daughter of Qolte, the silk-mercer, the wife ...]  
sdt, son [of Bîsa]
3. [originating from Tinnîs, residing at this time in the town of al-Uşmûnai]n, [has bought] from the surnamed Abu'l-Yumn and his brother
4. [Ġamîl ..... Sa]krîs b. as-Saftî and their mother
5. Qerâ, daughter of Ġuraiġ, the whole ha[lf o]f the dwelling house, which is in this well known town,

30. Ms. تضمنوا — 36. الرجل has been corrected from الرجلين (the words are not dotted).



6. their inheritance from their deceased father Sakrîs b. [as-Saf]tî, and these are twelve shares of

7. [twenty four] shares, shared in common, undivided, of the whole afore[said] dwelling house

8. [in] the northern region of this town, in the quarter of the standard-makers and in the neighbourhood of the two .....

9. [.....] mosques and the well-known house was [formerly] known under (the name of) Abu't-Tayyib b. Abi'l-Wazîr

10. [(and) then was known under (the name of) Ġaṭârif b. Muflih]. [Now] four boundaries enclo[se] and surround [this dwelling house]:

11. [the southern boundary thereof extends to .....] the property of Aḥmad, the wine-seller; and the northern

12. boundary thereof [extends to the dwellinghouse .....] their [inheritance] from their father Sakrîs b. Homîse,

13. known as as-Sa[ftî]; and the eastern boundary] thereof extends to the main thoroughfares with which its door

14. communicates; and the western boundary thereof extends to the stable of the surnamed Abu's-Sarî, the tailor,

15. including the well of running water, situated within this boundary, being part of the rights of this dwelling house, of the half

16. of which the sale has been effected, to the limit thereof and its boundaries, and its land and its building(s) and (including what is) below

17. and above the surface, and its beams and all its appurtenances, and every right connected with it within and every

18. right connected with it without, and all that is known as appertaining and relating to it, (be it) outside

19. or inside, inhabited or empty, for a price which amounts to one and a half dînârs, [cor]rect[ly] minted,

20. good gold-coins, in cash, in form of a valid purchase and an effectual (fully) completed sale, in which is no condition

21. and no promise and op[tion (of return) and no reser]vation, and it is not in the way of a pledge; and the buyer

22. Sâra, d[daughter of Qolte, the silk-mercier, the wife of...sd]t, son of Bîsa, originating of Tinnîs, has paid to the sellers,



23. the surnamed Abu'l-Yu[mn and his brother Ġamîl .....  
daughter of Sakrîs]

24. b. as-Saftî [.....]

23. which amounts [to one and a half dînârs .....]

26. [..... and she has acquired possession of it for]  
herself, [and it has pas]sed into her hand(s) and become her own

27. [property ..... But should any evil] consequence (*vindi-*  
*catio*) ensue to this buyer

28. [from a]ny person whatever[.....it is incumbent upon] the  
sellers to indemnify her according to their responsibility, be [they] alive

29. [or dead, and out of their o]wn means; according to what the  
rule of Islamic law of sale and covenant

30. [and the guarantee of its indemnity makes obligatory, and] they  
have guaranteed her against all claims respecting all this. (The following  
witnesses) have testified to the

31. [ackn]owledgment [by the sellers respecting the ]sale and their  
having received the whole price, and by the buyer respecting her having  
taken possession of it for herself,

32. they being in a state of sound mind and body and capable of trans-  
acting their business, voluntarily, without compulsion

33. and not against their will, and this in the middle decade of Šawwâl  
of the year four

34. hundred and fifty nine. And herein has been added a word,  
viz. "the half", and also there (is to be found) the repetition of a word, viz.

35. "*minhum*," and testimony has been given to it. Aḥmad b. al-  
Ḥusain b. Muḥammad b. Sawâhil is witness to the acknowledgment (36)  
by the men and the three women, who have sold, respecting the sale and the  
taking over the whole of (37) the (above) mentioned price and their guarantee  
for the infant Ġamîl, and the taking possession by the buyer (38) of what  
(is contained) herein on its date.

36. Ḥakam b. 'Abd al-Ḥamîd b. Šabâḥ b. Ġamîl is witness

37. to the ackno[wledg]ment by the men respecting the sale and by  
the aforesaid women,

38. [ ] and their guarantee for the infant Ġamîl, and the taking  
possession by the buyer



39. [of what (is contained) here]in, and he has written (it) in his (own) handwriting. Muḥammad b. al-Ḥusain b. 'Īsā is witness to the acknowledgment by the men

40. and the three sellers respecting the sale and the receipt of the whole price

41. mentioned herein, and their guarantee for the infant Ġamīl, and the taking possession

42. by the buyer of what (is contained) herein on its date.

4. For the persons concerned here in the two following and the two preceding lines see n° 70<sub>2.5</sub>. For the signification of the slanting strokes at the end of the line and of ll. 11,33 see n° 39<sub>27</sub> and p. 82.

8. For the *خط البنادين* cf. n° 70<sub>7</sub>.

9. Cf. n° 69<sub>7</sub>, 70<sub>7-8</sub>.

11. For this person cf. n° 69<sub>10</sub> 70<sub>9</sub>.

14. The locality mentioned here occurs also in n° 69<sub>12</sub>, 70<sub>12</sub>.

33. The second decade of Šawwāl of the year 459 A.H. corresponds to the period between 24th of August and 2nd September, 1067 A.D.

34. For this fashion of dating see n° 65<sub>24</sub>, p. 227. For the correction see n° 39<sub>12</sub> and p. 80 ff.

35-36. The name of only one woman viz. the mother Qerâ, actually stands in the text. We must suppose, that the names of two other women, apparently daughters of Qerâ and sisters of Abu'l-Yumn, stood in the lacuna of l. 4, when also there was probably the statement that Ġamīl was an infant.

## 72

(Pl. XX)

Inv. n° 150. 20th Rabī' I, 460 A.H. (28th January, 1068 A.D.).

White paper. 35.5 × 29.2 cm. The writer (A) began to draft the document on recto but suddenly discontinued when he had reached l. 3 in consequence of a mistake he made, and began a new one on the reverse side, where he had written ll. 1-15; ll. 15 left to 18 are written by three different witnesses (B. ll. 15/16 left, C. ll. 16-18 right, D. ll. 17-18 left), all in black ink. Diacritical points occur sparingly. The paper has been folded parallel to the lines from top to bottom the width of the successive folds being 4.5 + 7 + 6.8 + 6.5 + 6.3 + 4.9 cm.

Place of discovery unknown. Complete, in excellent condition.



- ١ بسم الله الرحمن الرحيم الله الموفق للصواب
- ٢ هذا ما اشترى أبو اليسر بن شبيب الشطوري بماله لنفسه من خليفة بن يمن المقدامى اشترى منه جميع ما ذكر أنه [هـ]
- ٣ [م] بن والدته فطيمة ابنة بلقاش
- ١ بسم الله الرحمن الرحيم
- ٢ هذا ما اشترى أبو اليسر بن شبيب الشطوري بماله لنفسه من خليفة بن يمن المقدامى اشترى منه جميع ما ذكر أنه له
- ٣ وملكه ملكا صحيحا وهو جميع المنزل الذى يكون بالضبيعة المعروفة برصه ويكون هذا المنزل فى وسط الضبيعة المذكورة
- ٤ والقصر هناك بجميع حدوده وحقوقه كلها الحد القبلى منه ينتهى الى الزقاق النافذ والحد البحرى الى منزل عبد المسيح
- ٥ القزاز والحد الشرقى منه ينتهى الى منزل برمودة والحد الغربى ينتهى الى منزل مروان بن أبو على اشترى أبو اليسر
- ٦ بن شبيب من خليفة بن يمن جميع المنزل المحدود الموصوف فى هذا الكتاب بجميع حدوده وحقوقه وبنائه وفنايه وأرضه

Recto: 1. بسم is dotted in the Ms. — 2. The end of the line has been cut off; a little fragment of the text bearing the letters [هـ... ومورثه م] بن والدته is now pasted on to the right of the third line. The second line my, therefore, be supplied [هـ] "belonging to [him] ..... and acquired by inheritance from (3) his mother Faṭīma, daughter of Bilqāṣ". بلقاش is fully dotted.

Verso: 1. 3â is dotted in the Ms. — 2. Words pointed are ابو (the clerk wrote originally اب but altered it in ابو) من, الشطوري.



- ٧ وسمايه وسفله وعلوه وأبوابه وخشبه وطرقه ومسالكه وكل حق هو له ومعروف به ومنسوب اليه الداخلة فيه
- ٨ والخارجة منه <sup>بثمن مبالغه</sup> بثمن مبالغه أربعة دنانير حاكمية شري لا شرط فيه ولا عدة ولا مثنوية ولا على سبيل رهن ولا
- ٩ تلجئة بيعا ماضيا ثابتا وسلم هذا المشتري من ماله الى هذا البايع جميع الثمن المذكور في هذا الكتاب وتسليمه منه تاما وافيا
- ١٠ كاملا وأبراه منه ومن وزنه ونقده ومن اليمين عليه أو على شيء منه براءة قبض واستيفاء وسلم هذا البايع الى هذا
- ١١ المشتري جميع المنزل المذكور وتسليمه منه وملكه وحازه وتحكم فيه مثل ما يتحكم الملاك في أموالهم واشتري له
- ١٢ إياه على بيع المسمين وشروطهم بيعا ماضيا نافذا فتي ما أدرك هذا المشتري من درك من ساير الناس كان على هذا
- ١٣ البايع خلاصه من ذلك كائن ما كان وبالغ ما بلغ ولم يبقا لهذا البايع في ذلك [م] ملك ولا تملك ولا مطالب ولا حجة
- ١٤ شهد على إقرار البايع والمشتري بما فيه في صحة منهما وجواز أمر وذلك في العشرين من ربيع الأول سنة
- ١٥ ستين وأربع مائة شهد على ذلك وفيه أحرف مخطوط عليها بطلالة وهو صحيح شهد على بن الحسن بن يوسف بن تاج التعمق على
- ١٦ شهد ابراهيم بن عبيد الله بن الفرج على إقرار البايع والمشتري اقرار البايع والمشتري بما فيه في تاريخه وكفى بالله شهيدا
- ١٧ بما فيه في العشر الأوسط من ربيع الأول من سنة ستين وأربع مائة شهد محمد بن علي بن عبد الله العكام
- ١٨ وكتب بخطه في تاريخه على اقرار البايع والمشتري بما فيه في تاريخه

8. The dittography <sup>بثمن مبالغه</sup> (not dotted) has been cancelled by the original hand. — 12. (dotted) is added above the line by the writer of the document. — 17. Ms. سنة .



## Recto :

1. In the name of God, the Compassionate, the Merciful, who directs to the right course.

2. This is what Abu'l-Yumn b. Šabîb, originating from Šaṭṭûra, has bought with his own money from Ḥalîfa b. Yumn al-Miqdâmî: he has bought from him all that he had mentioned as belonging to [him ... and acquired by inheritance]

3. [ fr]om his mother Faṭîma, daughter of Bilqâš.

## Verso :

1. In the name of God, the Compassionate, the Merciful.

2. This is what Abu'l-Yasar b. Šabîb, originating from Šaṭṭûra, has bought for his own money from Ḥalîfa b. Yumn al-Miqdâmî: he has bought from him all that he had mentioned as belonging to him

3. and being his legal possession, which is the whole of the dwelling house situated in the domain known as Rîfa, and this dwelling house is to be found in the centre of the (above) mentioned domain,

4. where there is the castle, comprising all its limits and rights; its southern boundary extends to the lane forming the thoroughfare, and the northern boundary to the dwelling house of 'Abd al-Masîḥ,

5. the silk-mercator, and the eastern boundary thereof extends to the dwelling house of Barmûde, and the western boundary extends to the dwelling house of Marwân b. Abû 'Alî. Abu'l-Yasar

6. b. Šabîb has bought from Ḥalîfa b. Yumn the whole of this dwelling house defined and described in this act, comprising all its limits and rights, and its building(s) and its fore-court, and its land

7. and its sky, and (including what is) below and above the surface, and its (wooden) doors and its timbers and its roads and its ways, and every right connected with it and well known as appertaining and relating to it, within

8. and without, for a price which amounts to four dînârs of al-Ḥâkim, in form of a purchase in which is no condition and no promise and no reservation and (it is) not in the way of a pledge nor



9. an exclusive bequest, in form of a (fully) effected, completed sale; and this buyer has handed over the whole of the price mentioned in this act to this seller out of his means, and he has received it from him fully, entirely

10. and wholly, and has released him from it and from its weight and ready money and from the oath with regard to it, or any portion thereof, by means of a receipt (acknowledging that he has) received and taken (it) over fully, and this seller has handed over

11. to this buyer the whole dwelling house mentioned in this act, and he (the buyer) has taken it over from him, and has taken and acquired possession of it, and has free disposition of it as proprietors have free disposition of their property, and he has bought it for himself

12. in conformity with the customs and stipulations governing sale among the Muslims, in form of a (fully) completed, effectual sale. But should any evil consequence (*vindicatio*) ensue to this buyer on the part of any person, it is incumbent upon this

13. buyer to indemnify him for it, whatever it might be or amount to, and there has not remained any right of possession nor occupation nor any pretension or title respecting it to the credit of this seller.

14. (The following witnesses) have testified to the acknowledgment by the seller and buyer respecting what (is contained) herein, they being in a state of sound health and capacity of transacting business, and this on the twentieth of Rabî' I of the year

15. four hundred and sixty. (The following witnesses) have testified to it, and herein are words cancelled, to annul (them), and it is right. 'Alî b. al-Ḥasan b. Yûsuf b. Tâg at-Ta'ammuq is witness to (16) the acknowledgment by the seller and buyer respecting that which (is contained) herein on its date, and God suffices as witness.

16. Ibrahîm b. 'Ubaidallâh b. al-Farağ is witness to the acknowledgment by the seller and buyer (17) respecting that which (is contained) herein in the middle decade of Rabî' I of the year four hundred and sixty (18) and he has written (it) in his (own) handwriting on its date.

17. Muḥammad b. 'Alî b. 'Abdallâh, the waiter, is witness to the acknowledgment by the seller and buyer respecting that which (is contained) herein on its date.



## Recto :

3. The name of the seller's mother can be read *فَطِيْمَة* or *فُطَيْمَة* according to E. GRATZL, *Die altarabischen Frauennamen*, p. 78.

## Verso :

2. Besides *شَيْب* which name occurs very frequently, the vocalisation *شَيْب* would also be possible (cf. AD-DAHABÎ, *Muṣṭabih*, p. 293). The *nisba* *الشَّطُورِي* refers to the village of *شَطُورَة*, at present belonging to the Mudîrîya of Guerga (*Dictionnaire des villes, villages, hameaux etc.*, p. 33 Chatourah). According to IBN DUQMÂQ, *Kitâb al-Intiṣâr li wâṣitat 'iqd al-Amṣâr*, V, p. 24, IBN AL-ĠÎ'ÂN, *Tuhfa*, p. 187, and 'ABD AL-LATÎF trad. S. DE SACY, p. 699 n° 23 it numbered formerly among the villages of the district of as-Siyût.

3. The place-name can not be read with certainty, but *رَيْفَة* would be a suitable name for a domain (cf. IBN AL-ĠÎ'ÂN, *Tuhfa*, p. 144<sub>12</sub>).

8. Dînârs minted under the Fâṭimid Caliph al-Ḥâkim bi-'amr Allâh are often mentioned in the papyri, e.g. PERF n° 1090<sub>4</sub>, PER Inv. Chart. Ar. 5043, 7921 (MPER II/III [1887], p. 169), 7933.

14. The 20th Rabî' I, 460 A.H. corresponds to the 28th of January, 1068 A.D.

16. For the formula *وكفا بالله شهيدا* see the remarks on n° 37<sub>14</sub> (p. 64). We encounter this formula in connection with the signature of witnesses in P. Cair. B.É. Inv. n° 99<sub>13-14</sub> and PER Inv. Ar. Pap. 330<sub>4</sub>, PERF n° 808<sub>7-8</sub>, 862<sub>8</sub>.





# ADDITIONS AND CORRECTIONS

- Page 82, line 12: *add* 67<sub>10-11, 13, 19</sub>.
- „ 143, „ 2 from bottom: *read* REVILLOUT.
- „ 144, „ 3: *read* REVILLOUT.
- „ 151, „ 23: *add* 67<sub>5</sub>.
- „ 152, „ 18: *read* REVILLOUT.
- „ 153, „ 7: *read* REVILLOUT.
- „ 154, „ 4 from bottom: *add* **13**. at the beginning of this line.
- „ 155, „ 1: *add* 68<sub>22, 25</sub>.
- „ 166, „ 15: **40**. *should be* 40.
- „ 170, „ 1-3 from bottom *should be*:
10. this price fully (and) entirely, and has released herself of this share and has handed
11. it over to Yoḥannes b. Šanûda who has acquired and taken possession of it and it has become his own property.
- „ 197, „ 23: Ta'riḥ n° 1796 *should be* Ta'riḥ n° 1792.
- „ 251, „ 12: 26. *should be* **26**.
- „ 251, „ 14: 27. *should be* **27**.







## ADDITIONAL CORRIGENDA

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Page	61,	line	10 :	<i>read Ġim.</i>
„	62,	„	27 :	<i>for فتا read فتا .</i>
„	70,	„	7 :	<i>new Inv. n° 99<sub>6</sub> should be 15081<sub>6</sub> .</i>
„	70,	„	23 :	<i>15022<sub>3</sub> should be 15022<sub>4</sub> .</i>
„	72,	„	21 :	<i>read altaramäischer.</i>
„	80,	„	18 :	<i>n° 174<sup>v</sup> should be n° 147<sup>v</sup>.</i>
„	81,	„	31 :	<i>for 'Ā'īsa read 'Abbâsa.</i>
„	83,	„	21 :	<i>for 15022<sub>2</sub> read 15022<sub>3</sub> .</i>
„	94,	„	6 :	<i>for 15022<sub>10</sub> read 15022<sub>11</sub> .</i>
„	105,	„	27 :	<i>for 15022<sub>5</sub> read 15022<sub>6</sub> .</i>
„	105,	„	31 :	<i>for 15022<sub>12</sub> read 15022<sub>13</sub> .</i>
„	106,	„	6 :	<i>for 15022<sub>15</sub> read 15022<sub>16</sub> .</i>
„	106,	„	11 :	<i>read being omitted.</i>
„	116,	„	26-28 :	<i>The passage “For the paragraph sign” etc. should be transferred to line 24.</i>
„	151,	„	18 :	<i>read n° .</i>
„	153,	„	28 :	<i>read papiri.</i>
„	159,	„	26 :	<i>for RECTO read VERSO.</i>
„	172,	„	22 :	<i>for تطون read تطوب .</i>
„	198,	„	15 :	<i>for واره read واره and add جميع after اسحق .</i>
„	206,	„	17 :	<i>delete — 12.</i>
„	223,			<i>Column title : read PROPERTY.</i>
„	250,	„	11 :	<i>add cf. Qur'ân XI 88 (90).</i>
„	251,	„	12 :	<i>read في .</i>
„	254,	„	15 :	<i>before ساره insert 3.</i>
„	260,	„	11 :	<i>read witnesses.</i>
„	262,	„	7 :	<i>for اشترى read اشترت .</i>
„	262,	„	22 :	<i>delete the passage “2. One would have expected اشترت for the buyer is a woman.”</i>
„	262,	„	24 :	<i>for 37<sub>27</sub> read 37<sub>13</sub> .</i>
„	271,	„	17 :	<i>for buyer read seller.</i>

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The correction of the *errata* in pages 81 (line 31) and 271 (line 17)  
is due to Prof. M. SAN NICOLO.







TABLE  
of papyri in order of the numbers of this edition

Edition No.	Inv. No.	Plate	Edition No.	Inv. No.	Plate	Edition No.	Inv. No.	Plate
1	6	—	27	22	—	53	Ta'rih n° 1741 <sup>v</sup> d	IX
2	61	I	28	19	—	54	Ta'rih n° 1796	X
3	62	—	29	55	—	55	Inv. n° 72	XI
4	31	—	30	52	—	56	Inv. 127 = Ta'rih n° 1865	—
5	18	—	31	70	—	57	1899	IX
6	50	—	32	30	—	58	1903	XII
7	51	—	33	71	—	59	1901	XI
8	21	—	34	2	—	60	1794	XIII
9	5	—	35	1	—	61	Inv. 124 = Ta'rih n° 1798	—
10	34	—	36	9	—	62	Inv. 122 = Ta'rih n° 1792	—
11	66	—	37	Ta'rih n° 1900	II	63	„ 1797	XIV
12	59	—	38	Inv. n° 159 <sup>v</sup>	III	64	Inv. n° 149 <sup>r</sup>	XIV
13	67	—	39	128	—	65	Ta'rih n° 1864	XV
14	68	—	40	140+86	IV	66	„ 1819 <sup>r</sup>	XVI
15	29	—	41	121	III	67	Inv. n° 123 = Ta'rih n° 1795	XVII
16	60	—	42	144	V	68	„ 1819 <sup>v</sup>	XVIII
17	65	—	43	184	IV	69	Inv. n° 149 <sup>v</sup>	XIV
18	69	—	44	157 <sup>r</sup> +142 <sup>r</sup> +143 <sup>r</sup>	VI	70	„ 160 <sup>r</sup>	XIX
19	54	—	45	145	V	71	„ 160 <sup>v</sup>	XIX
20	57	—	46	116	—	72	„ 150	XX
21	56	—	47	101 <sup>r</sup>	—			
22	53	—	48	Ta'rih n° 1871	VII			
23	7	—	49	Inv. n° 173	VI			
24	42	—	50	108	VI			
25	3	—	51	172	VIII			
26	4	—	52	148 <sup>v</sup>	VIII			



TABLE  
of papyri in order of inventory numbers as classified  
in the Egyptian Library

Inv. No.	Edition No.	Inv. No.	Edition No.	Inv. No.	Edition No.
1	35	60	16	148 <sup>v</sup>	52
2	34	61	2	149 <sup>v</sup>	69
3	25	62	3	150	72
4	26	65	17	157 <sup>r</sup> +142 <sup>r</sup> +143 <sup>r</sup>	44
5	9	66	11	159 <sup>v</sup>	38
6	1	67	13	160 <sup>r</sup>	70
7	23	68	14	160 <sup>v</sup>	71
9	36	69	18	172	51
18	5	70	31	173	49
19	28	71	33	184	43
21	8	72	55	Ta'rih n° 1741 <sup>v</sup> d	53
22	27	86+140	40	„ 1792	62
29	15	101 <sup>r</sup>	47	„ 1794	60
30	32	108	50	„ 1795	67
31	4	116	46	„ 1796	54
34	10	121	41	„ 1797	63
42	24	122=	62	„ 1798	61
50	6	Ta'rih n° 1792	—	„ 1819 <sup>r</sup>	66
51	7	123=Ta'rih n°1795	67	„ 1819 <sup>v</sup>	68
52	30	124=Ta'rih n°1798	61	„ 1864	65
53	22	127=Ta'rih n°1865	56	„ 1865	56
54	19	128	39	„ 1871	48
55	29	140+86	40	„ 1899	57
56	21	142 <sup>r</sup> +143 <sup>r</sup> +157 <sup>r</sup>	44	„ 1900	37
57	20	144	42	„ 1901	59
59	12	145	45	„ 1903	58



## LIST OF PLATES

Plate	I	No. 2	Plate	X	No. 54
Plate	II	No. 37	Plate	XI	No. 55
Plate	III	No. 38			No. 59
		No. 41	Plate	XII	No. 58
Plate	IV	No. 40	Plate	XIII	No. 60
		No. 43	Plate	XIV	No. 63
Plate	V	No. 42			No. 64
		No. 45			No. 69
Plate	VI	No. 44	Plate	XV	No. 65
		No. 49	Plate	XVI	No. 66
		No. 50	Plate	XVII	No. 67
Plate	VII	No. 48	Plate	XVIII	No. 68
Plate	VIII	No. 51	Plate	XIX	No. 70
		No. 52			No. 71
Plate	IX	No. 53	Plate	XX	No. 72
		No. 57			

By inadvertence the two numbers 70 and 71 on Plate XIX have changed places. No 70 is really 71 and *vice versa*.







## PLATES























This image shows a fragment of an ancient papyrus scroll, likely from a Coptic manuscript. The text is written in Coptic script, which is a form of the Greek alphabet adapted for the Coptic language. The fragment is irregularly shaped, with a large, roughly circular hole in the center. The text is arranged in several lines, following the curve of the fragment. The ink is dark, and the papyrus material is visible as a light, fibrous texture. The fragment is mounted on a light-colored, possibly parchment or paper, background.

[illegible]















[illegible][illegible]

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الحمد لله  
 الذي هدانا لهذا  
 الذي كنا لنهتدي لولا  
 ما هدانا الله  
 انه عبدك  
 ومولاه  
 والفرس على مزار  
 ولا تتركه  
 ولما يدعها  
 من الامور  
 اربك الله  
 فخره ارا القلوب  
 من ربه كماله  
 عبد الله  
 هذا الذي  
 في خستة  
 هذا الذي  
 سيد جوده  
 كم  
 وقده  
 وسير  
 ويوسف  
 يا امر  
 القوم  
 على  
 من  
 حشر  
 يا امر  
 من  
 على  
 يا امر

الحمد لله الذي هدانا لهذا  
 الذي كنا لنهتدي لولا  
 ما هدانا الله  
 انه عبدك  
 ومولاه  
 والفرس على مزار  
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 هذا الذي  
 سيد جوده  
 كم  
 وقده  
 وسير  
 ويوسف  
 يا امر  
 القوم  
 على  
 من  
 حشر  
 يا امر  
 من  
 على  
 يا امر







[illegible][illegible]







هو هذا المصحف الشريف

وكتبه سليمان بن ابي اسحق

هذا المصحف الشريف هو الذي كتبه سليمان بن ابي اسحق في سنة ثمان مائة وثمانين للهجرة النبوية  
والصلاة والسلام على سيدنا محمد وآله وصحبه وسلم  
والله اعلم بالصواب

نسب

هو هذا المصحف الشريف هو الذي كتبه سليمان بن ابي اسحق في سنة ثمان مائة وثمانين للهجرة النبوية  
والصلاة والسلام على سيدنا محمد وآله وصحبه وسلم  
والله اعلم بالصواب

سليمان بن ابي اسحق







بسم الله الرحمن الرحيم  
ها أنا أسير على شجون مطالع من عند القدرى بقبل وها أنا جيبها على طالعون من بين البيوع أسيرى  
عند ربي سكران على كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
ينزله عن كسر كل جو هو له الميراث أحسن خارج منه حذر الازدحام النبل من الازدحام ليعود كل رجل على عمله  
والأطلس وجه البحر الطير المارة وجه المصطفى من كسر هذه أسيرى هذه الطير المارة وجه الميراث  
أسيرى هذه مارة الميراث ما من مارة ولا من الجريد من عند القدرى من كسر التي أسيرها من هو النور من الميراث  
القاتل سلم الله إلى كسر شجون مطالع من عند القدرى بقبل وها أنا جيبها على طالعون من بين البيوع أسيرى  
لعمري القدرى من كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
وما كان عليه أو ما عدا أو طار من كسر شجون مطالع من عند القدرى بقبل وها أنا جيبها على طالعون من بين البيوع أسيرى  
أولاً على كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
عند القدرى من كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
عند القدرى من كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من

بسم الله الرحمن الرحيم  
ها أنا أسير على شجون مطالع من عند القدرى بقبل وها أنا جيبها على طالعون من بين البيوع أسيرى  
عند ربي سكران على كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
ينزله عن كسر كل جو هو له الميراث أحسن خارج منه حذر الازدحام النبل من الازدحام ليعود كل رجل على عمله  
والأطلس وجه البحر الطير المارة وجه المصطفى من كسر هذه أسيرى هذه الطير المارة وجه الميراث  
أسيرى هذه مارة الميراث ما من مارة ولا من الجريد من عند القدرى من كسر التي أسيرها من هو النور من الميراث  
القاتل سلم الله إلى كسر شجون مطالع من عند القدرى بقبل وها أنا جيبها على طالعون من بين البيوع أسيرى  
لعمري القدرى من كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
وما كان عليه أو ما عدا أو طار من كسر شجون مطالع من عند القدرى بقبل وها أنا جيبها على طالعون من بين البيوع أسيرى  
أولاً على كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
عند القدرى من كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من  
عند القدرى من كسر التي أسيرها من هو النور من الميراث أسيرى على منقوش أما عند سكران من







58















[illegible]

لا اله الا الله  
 هو على سبيل نور  
 جمع بين الله والمسيح  
 ووزنه من الله على سبيل نور  
 ولا اله الا الله  
 له منه وحده لنفسه وطارده  
 فاما نحن وديننا مع الله  
 فاما نحن وديننا مع الله  
 فاما نحن وديننا مع الله

[illegible]







65











































